

**Pre-Meeting WORK SESSION**  
**February 15, 2022**  
**4:00 p.m.**

**AGENDA**  
**CITY OF MORRISTOWN, TENNESSEE**  
**CITY COUNCIL MEETING**  
**February 15, 2022**  
**5:00 p.m.**

**1. CALL TO ORDER**

Mayor Gary Chesney

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

1. February 1, 2022

**6. PROCLAMATIONS/PRESENTATIONS**

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

**8. OLD BUSINESS**

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

**9. NEW BUSINESS**

**9-a. Resolutions**

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

1. Ordinance No. \_\_\_\_\_

Entitled an Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown, Tennessee currently addressed as 363 Snyder Road having the Hamblen County Tax Parcel ID #: 032034D D 00300 the zoning designation of Medium Density Residential District, R2, the general location being shown of the attached Exhibit A. {**Public Hearing March 1, 2022**}

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

1. Approval of Change Order No. 1 with Junior Hommel Excavating for a change in contract time and to close out the Wayne Hansard Park Drainage Improvements project.
2. Approval of Change Order No. 1 with Leon Williams Contractor for the City Hall Interior Renovations in the amount of \$22,685.
3. Approval of Change Order No. 3 – Final for Summers-Taylor increasing the contract in the amount of \$26,040.00 and Change Order No. 3 for Mattern & Craig in the amount of \$7,003.77 for the West AJ Highway Rehabilitation.
4. Approval of the Grant contract between the State of Tennessee Department of Transportation and the City of Morristown for the FAA American Rescue Plan Act (ARPA) Funding for Airports in the amount of \$59,000. This is a direct appropriation grant and there is no local match.
5. Approval of contract between State of Tennessee Department of Transportation (TDOT) and the City of Morristown for the rehabilitation of the Rail Crossing at South Fairmont Avenue for an estimated cost of \$40,600.00, which is to be split 10% for the City of Morristown (\$4,060.00) and 90% for TDOT (\$36,540.00).
6. Approval of PO#22001654 in the amount \$14,600.00 to West Hills Ford Tractor for the transmission rebuild of the T6020 Holland Tractor.
7. Approval of Change Order No. 1 with ZD Contracting Inc. (Ziggurat Development LLC) for extension of contract time of twenty-one (21) days and increase the contract in an amount of \$9,870.31 for the Park Facilities ADA Improvement Project.
8. Approval of contract between the State of Tennessee Department of Safety and Homeland Security and the City of Morristown for participation in the Tennessee Advanced Communications Network.
9. Approval of Change Order No. 1 with Junior Hommel Excavating to close out the project, delete two (2) items not used in construction and adjust contract times for the North Cumberland Street project (remove wall at Fulton-Hill Park).
10. Approval of PO#22001710 to purchase replacement windows from Pella Window & Door of Tennessee, Inc. for City Center offices in the amount of \$18,011.06.
11. Approval of Sponsorship Agreement between the City of Morristown and Dicks Sporting Goods.

12. Approval to extend the BrownEdwards audit contract one additional year.

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

1. Mayor's appointment(s) or re-appointment(s) to the Morristown Regional Planning Commission for a four (4) year term to expire March 1, 2026; terms expiring Wanda Neal and Roni Snyder (regional representative residing in UGB).

**9-e. New Issues**

1. Approval to hire two (2) Entry-Level Officers for the Morristown Police 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**

**WORK SESSION  
Post-Meeting Work Session  
February 15, 2022**

1. No Work Session Scheduled

### City Council Meeting/Holiday Schedule.

February 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 5, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
April 5, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 5, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 15, 2022	Friday		City Center Closed – Observance of Good Friday
April 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 3, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 3, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 17, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 17, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 30, 2022	Monday		City Center Closed – Observance of Memorial Day
June 7, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
June 7, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 7, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 21, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 21, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2022	Monday		City Center Closed – Observance of Independence Day
July 5, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 5, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 2, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
August 2, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 2, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 16, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 16, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 5, 2022	Monday		City Center Closed – Observance of Labor Day
September 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 4, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
October 4, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 4, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 18, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 18, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25,	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 6, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
December 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 26, 2022	Monday		City Center Closed – Observance of Christmas Day

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
February 1, 2022**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m. with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith. Absent: Chris Bivens

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

Councilmember Smith made a motion to approve the January 18, 2022, minutes as circulated. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Mayor Chesney presented Lieutenant June Cosson with a Proclamation upon her retirement from the City of Morristown recognizing her for 34 years of service to the City of Morristown. Police Chief Overholt presented Lieutenant Cosson with her service weapon and commended her for serving the Morristown Police Department and the citizens of the city well.

Mayor Chesney opened the floor for citizens comments related to Agenda items; Louis Chan spoke.

Councilmember A'Hearn made a motion to approve PO 22001529 to Detroit Salt Company LLC for the purchase of rock salt in the amount of \$49,949.60 via Statewide Contract SWC507. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to Surplus the Service Weapon assigned to Lieutenant June Cosson, Glock 9mm Model 19 with serial number BAVN962 to be transferred to Lt. Cosson in honor of her 34 years of service to the Morristown Police Department. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to award the lowest and best bid to Environmental Holding in the amount of \$38,900 for the Demolition of Property project located at 1017 E First North Street and allow Tony Cox, City Administrator to enter into contract. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Mayor Chesney reappointed Gary Johnson to the Morristown-Hamblen Housing Authority for a five-year term to expire February 15, 2027.

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided; Linda Noe, Gwen Holden and Louis Chan spoke.

Mayor Gary Chesney adjourned the February 1, 2022, Morristown City Council meeting at 5:29 p.m.

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Mayor

Attest:

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City Administrator

**DRAFT**



# The City of Morristown

## Community Development & Planning



TO: Morristown Regional Planning Commission  
FROM: Josh Cole, Planner  
DATE: February 11<sup>th</sup>, 2022  
SUBJECT: Annexation Request: 363 Snyder Road

### **BACKGROUND:**

A request for annexation into the corporate limits of Morristown has been received from the property owners of 363 Snyder Road (Hamblen County Parcel ID #032034D D 00300). The reason given for request is to obtain city services.

The subject parcels meet the conditions to be annexed as it is located within Morristown's Urban Growth Boundary and it is contiguous with the city limits as the parcels to the north and west are in the city. This parcel is 0.77 acres in size and contains a single-family residential house. If annexed, staff would recommend it be zoned Medium Density Residential District (R-2) to be consistent with the zoning on nearby residential properties. A Plan of Services is attached to this memo which includes utility services and standard City services. No additional Fire or Police personnel will be required.



### **RECOMMENDATION:**

Staff recommends approval of the annexation request with a zoning designation of Medium Density Residential District (R-2).

ORDINANCE NO. \_\_\_\_\_  
ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME  
WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE

*Annexation of property currently addressed as 363 Snyder Road having the Hamblen County Tax Parcel ID #: 032034D D 00300 the Zoning Designation of Medium Density Residential District, R2, the general location being shown of the attached exhibit A;*

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Section 1. WHEREAS , it now appears that the prosperity of the City and of the territory herein described shall be materially retarded and the safety and welfare of inhabitants and property owners thereof endangered if such territory is not annexed; and

Section II. WHEREAS, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and the City as a whole;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN;

(1) PURSUANT to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries:

*Being Lot No 1 of the Subdivision of The Gladys Snyder Property as shown on a plat of same which appears of record in the Register's Office for Hamblen County, Tennessee in Plat Cabinet G, Slide 319.*

(2) Medium Density Residential District (R2) zoning shall be applied upon adoption of the annexation area.

(3) This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.

(4) This Ordinance shall become effective from and after its passage, the public welfare requiring it. Passed on first reading the 15th day of February 2022.

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Mayor

ATTEST:

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City Administrator

Passed on second and final reading the 1st day of March 2022.

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Mayor

ATTEST:

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City Administrator



Exhibit A:



## **PLAN OF SERVICES**

RESOLUTION No. \_\_\_\_\_

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 363 SNYDER ROAD.

WHEREAS, TENNESSEE CODE ANNOTATED, TITLE 6, CHAPTER 51, AS AMENDED REQUIRES THAT A PLAN OF SERVICES BE ADOPTED BY THE GOVERNING BODY.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE:

Property identified as Hamblen County Parcel ID #032034D D 00300 currently addressed as 363 Snyder Road, the general location being shown on the attached exhibit A;

**Section I.** Pursuant to the provisions of Title 6, Chapter 51, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described above, the following plan of services.

### **Police Protection**

Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided upon the effective date of annexation.

### **Fire Protection**

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided upon the effective date of annexation. Water for fire protection to serve the substantially developed annexed area(s) will be provided in accordance with current policies of Morristown Utilities Commission unless authorized by franchise agreement with another utility district which has made service available with capabilities to meet City of Morristown Fire Protection Standards. Any extension of water system infrastructure beyond that of the Morristown Utility Commission policies shall be at the expense of the property owner or developer.

### **Water Service**

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities Commission.

### **Sanitary Sewer Service**

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities Commission.

### **Electrical Service**

Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility Commission. In those parts of the annexed area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

**Refuse Collection**

The same regular refuse collection service now provided within the City will be extended to the annexed area sixty days following the effective date of annexation.

**Streets**

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards. Street name signs where needed will be installed as new street construction requires.

**Inspection Services**

Any inspection services now provided by the City (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin upon the effective date of annexation.

**Planning and Zoning**

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation.

**Street Lighting**

Street lights will be installed in accordance to City policies.

**Recreation**

Residents of the annexed area may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present city will be followed in expanding the recreational program and facilities in the enlarged city.

**Miscellaneous**

Fibernet will be installed per the current Morristown Utility System policy.

**Section II.** This Resolution shall become effective from and after its adoption.

Passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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



## Morristown City Council Agenda Item Summary

**Date:** February 15, 2022

**Agenda Item:** 9c1

**Prepared By:** Larry Clark

**Subject:** Approval of change order for Contract time of Wayne Hansard Storm Water Project

**Background/History:** This contract was previously approved, and work completed. The only outstanding item is for cleanup and grass sowing.

**Findings/Current Activity:** The outstanding items were completed, and grass was coming in. Change order is for time only.

**Financial Impact:** None

**Action options/Recommendations:** Approval of Change Order

**Attachment:** Change order



**LDA ENGINEERING**

February 8, 2022

Mr. Larry Clark  
Assistant City Administrator  
City of Morristown  
P.O. Box 1499  
Morristown, TN 37816-1499

Reference: Wayne Hansard Park Drainage Improvements

Mr. Clark:

Attached is Change Order No.1 (FINAL) for the referenced project. This Change Order is to close out the project. The only change is in the contract times.

Please present this to City Council on the February 15<sup>th</sup> for action.

Contact me if you have any questions.

Sincerely,

Steve Drummer, P.E.  
Senior Civil Engineer

**CHANGE ORDER**

No. 1 (Final)

DATE OF ISSUANCE <u>February 8, 2022</u>	EFFECTIVE DATE <u>February 15, 2022</u>
OWNER <u>City of Morristown</u>	
CONTRACTOR <u>Junior Hommel Excavating</u>	
Contract: <u>City of Morristown – Wayne Hansard Park Drainage Improvements</u>	
Project: <u>Wayne Hansard Park Drainage Improvements</u>	
OWNER's Contract No. _____	ENGINEER's Contract No. <u>MRC033</u>
ENGINEER <u>LDA Engineering</u>	

You are directed to make the following changes in the Contract Documents.

Description: No change in contract price.

Change in contract time to allow for establishment of grass cover on graded areas.

Reason for Change Order:

Add time for establishment of grass cover on graded areas.

Attachments: (List documents supporting change) N/A

<b>CHANGE IN CONTRACT PRICE:</b>	
Original Contract Price	
\$ <u>88,147.60</u>	
Net Increase (decrease) from previous Change Orders No. <u>0</u> to No. <u>1</u>	
\$ <u>0</u>	
Contract Price prior to this Change Order	
\$ <u>88,147.60</u>	
Net Increase (decrease) of this Change Order	
\$ <u>0</u>	
Contract Price with all approved Change Orders	
\$ <u>88,147.60</u>	

<b>CHANGE IN CONTRACT TIMES:</b>	
Original Contract Times:	
Substantial Completion: <u>120</u>	
Ready for final payment: <u>150</u>	(days or dates)
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> :	
Substantial Completion: <u>0</u>	
Ready for final payment: <u>0</u>	(days)
Contract Times prior to this Change Order	
Substantial Completion: <u>120</u>	
Ready for final payment: <u>150</u>	(days or dates)
Net Increase (decrease) of this Change Order	
Substantial Completion: <u>106</u>	
Ready for final payment: <u>76</u>	(days)
Contract Times with all approved Change Orders	
Substantial Completion: <u>226</u>	
Ready for final payment: <u>226</u>	(days or dates)

RECOMMENDED:  
 BY:   
 ENGINEER (Authorized Signature)  
 DATE: 2/8/2022

APPROVED:  
 BY: \_\_\_\_\_  
 OWNER (Authorized Signature)  
 DATE: \_\_\_\_\_

ACCEPTED:  
 BY: \_\_\_\_\_  
 CONTRACTOR (Authorized Signature)  
 DATE: \_\_\_\_\_

**MRC033**

00640 - 1

EJCDC No.1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specification.





# Change Order

<b>PROJECT:</b> City Hall Interior Renovations 100 West 1st North Street Morristown, TN 37814	<b>CHANGE ORDER NUMBER:</b> <b>DATE:</b>	1
<b>CONTRACTOR:</b> Leon Williams Contractors, LLC 337 Whitecrest Drive Maryville, TN 37801	<b>ARCHITECT'S PROJECT NUMBER:</b> <b>CONTRACT DATE:</b> <b>CONTRACT FOR:</b>	20095 12/22/2021 General Construction

**THE CONTRACT IS CHANGES AS FOLLOWS:**


COR 2 - Premium to expedite delivery of doors (4-6 wks), frames (3-4 wks), and hardware (6-7 wks) upon approval	4,000.00
COR 3 - Police Reception 130 - fabricate laminate risers for existing base cabinets/ bank drawers, fabricate (2) new laminate knee walls, and raise existing tops. Fabricate (2) new drawer bases for counter height top. Furnish and install (2) new Fenco 204-19 undercounter bank drawers.	3,075.00 1,200.00 2,060.00
COR 4 - Furnish and install (3) Fenco 204-19 undercounter bank drawers for Cashier Reception 178.	3,350.00
COR 5 - Add Bid Alternate 6 to replace existing Copy Room millwork & tops.	9,000.00
The original Contract Sum was	\$ 742,200.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 742,200.00
The Contract Sum will be <b>changed</b> by this Change Order in the amount of	\$ 22,685.00
The new Contract Sum including this Change Order will be	\$ 764,885.00


The Contract time will be **changed** by **zero (0)** days.  
The new Date of Substantial Completion will be **September 28, 2022**.

Leon Williams Contractors, LLC  
337 Whitecrest Drive  
Maryville, TN 37801  
**CONTRACTOR**

Design Innovation Architects, Inc.  
402 S. Gay Street, Suite 201  
Knoxville, TN 37902  
**ARCHITECT**

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

  
BY (Signature)  
Jimmy Hawkins  
(Typed Name)  
2/7/2022  
DATE

  
BY (Signature)  
RICHARD MORRIS  
(Typed Name)  
2.8.2022  
DATE

\_\_\_\_\_  
BY (Signature)  
\_\_\_\_\_  
(Typed Name)  
\_\_\_\_\_  
DATE

**Supplemental Agreement and/or Request for Construction Change  
Change Order Request #3 - FINAL**

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

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

The purpose of this Change Order is to:

PROJECT CLOSE OUT. FINAL

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

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

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

Original Contract Amount:	<u>\$844,870.66</u>
Approved Change Orders:	<u>\$8000.00</u>
Current Change Order:	<u>\$26,040.00</u>
Pending Change Orders:	<u>\$_____</u>
Total Change Orders::	<u>\$34,040.00</u>

Contract Completion Time with Change Orders: 291 days (Date: January 6, 2022)

**Supplemental Agreement and/or Request for Construction Change  
Change Order Request # 3-FINAL**

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under	Contract Price	Net Amount Due Change
105-01	Construction Stakes, Lines & Grades	LS	1	N/A	0	\$0.00	\$0.00
202-01	Removal of Structures & Obstructions	LS	1	N/A	0	\$0.00	\$0.00
202-03	Removal of Rigid Pavement, Sidewalk, Etc	SY	420	709.84	289.84	\$24.50	\$7,101.08
202-08.10	Removal of Curb(Integral)	LF	900	908	8	\$10.50	\$84.00
209-05	Sedement Removal	CY	10	50	40	\$55.50	\$2,220.00
209-09-40	Curb Inlet Protection (Type II)	Each	1	N/A	0	\$0.00	\$0.00
303-01	Mineral Aggregate, Type B Base, Grading D	Ton	100	79.75	-20.25	\$59.00	\$- 1,194.75
307-01.08	Asp Concrete Mix (PG64- 22)(BPBM- HM)Grading B-M2	Ton	20	21.19	1.19	\$255.00	\$303.45
402-01	Bituminous Material for Prime Coat (PC)	Ton	0.3	0.0	-0.3	\$1,550.53	\$-465.16
402-02	Aggregate for Cover Material (PC)	Ton	1	0	-1	\$330.00	\$- 330.000
403-01	Bituminous Material for Tack Coat (TC)	Ton	13	N/A	0	\$0.00	\$0.00
411-01.10	ACS Mix (PG64- 22)Grade D	Ton	55	8.5	-46.5	\$149.00	\$-6928.5
411-02.10	ACS Mix (PG70- 22)Grade D	Ton	3300	3,197.78	-102.22	\$101.00	\$- 10,324.22

**Supplemental Agreement and/or Request for Construction Change  
Change Order Request # 3-FINAL**

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
415-01.02	Cold Planing Bituminous Pavement	SY	28,500	30,605.92	2,105.92	\$2.35	\$4,948.91
607-03.02	18" Concrete Pipe Culvert (Class III)	LF	40	80	40	\$136.00	\$5,440.00
607-06.02	30" Concrete Pipe Culvert (Class III)	LF	4	N/A		\$534.00	\$0.00
607-09.02	48" Concrete Pipe Culvert (Class III)	LF	4	N/A		\$668.00	\$0.00
611-12.01	Catchbasins, Ty 12, Depth 0'-4'	EA	1	N/A		\$3,590.00	\$0.00
701-01.01	Concrete Sidewalk 4"	SF	3,000	3,069	69	\$5.75	\$396.75
701-02.01	Concrete Curb Ramp (Retrofit)	SF	500	513.10	13.10	\$29.00	\$379.90
702-01	Concrete Curb	CY	16	21.46	8.46	\$474.00	\$2,588.04
702-03	Concrete Combined C&G	CY	40	49.87	9.87	\$400.00	\$3,948.00
712-01	Traffic Control	LS	1	N/A		\$	\$0.00
712-04.01	Flexible Drums (Channel)	Each	100	80	-20	\$26.00	\$-520.00
712-06	Signs(Construction)	SF	194	198	4	\$10.50	\$42.00
712-08.03	Arrow Board (Type C)	Each	2	N/A		\$327.00	\$0.00
713-14.22	Street Name Signs (Suspended 0.100" Thick)	SF	48	N/A		\$32.00	\$0.00
713-15.01	Removal of Exist Sign Post	Each	7	N/A		\$26.50	\$0.00
713-16.20	Signs (Sign & Post)	Each	7	N/A		\$265.00	\$0.00
713-16.21	Signs (Mast Arm Mounted)	Each	2	N/A		\$265.00	\$0.00
713-16.22	Signs (Spanwire Mounted)	Each	2	N/A		\$270.00	\$0.00
716-02.04	Plastic Pavement Marking (Channelization Striping)	SY	20	454.94	434.94	\$20.00	\$8,698.80
						\$	\$



**Supplemental Agreement and/or Request for Construction Change  
Change Order Request # 3-FINAL**

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under	Contract Price	Net Amount Due Change
716-02.05	Plastic Pavement Marking (Stop Line)	LF	240	276.0	36	\$10.50	\$378.00
716-02.06	Plastic Pavement Marking (Turn Lane Arrow)	Each	9	10	1	\$185.00	\$185.00
716-02.09	Plastic Pavement Marking (Cross-Walk)	LF	270	286	16	\$23.00	\$368.00
716-03.01	Plastic Word Pavement Marking (Only)	SY	3	4	1	\$264.00	\$264.00
716-04.01	Plastic Pavement Marking (Straight-Turn Lane Arrow)	Each	1	N/A		\$211.00	\$0.00
716-04.03	Painted Pavement Marking (4" Dotted Line)	LF	120	82	-38	\$2.65	\$-100.70
716-04.12	Painted Pavement Marking (Yield Line)	SF	12	10	-2	\$26.50	\$-53.00
716-13.01	Spray Themo Pvmnt Marking(60mil)(4"Line)	LM	2.1	4.12	2.02	\$3,170.00	\$6,403.40
717-01	Mobilization	LS	1	N/A		\$38,000.00	\$0.00
725-20.75	Communication Connection(MUS)	LS	1	N/A		\$1,600.00	\$0.00
730-01.02	Removal of Signal Equipment	Each	1	N/A		\$1,470.00	\$0.00
730-02.09	Signal Head Assembly(130 W/Backplate)	Each	6	N/A		\$798.00	\$0.00
730-02.17	Signal Head Assembly(150 A2H W/Backplate)	Each	4	N/A		\$1,330.00	\$0.00
730-03.21	Install Pull Box (Type B)	Each	4	5	1	\$571.00	\$571.00
730-05.01	Electrical Service Connection	Each	1	N/A		\$536.00	\$0.00
730-05.02	Service Cable (2 Conductor #8 AWG)	LF	50	N/A		\$1.35	\$0.00
730-08.02	Signal Cable - 5 Conductor	LF	150	1,026	876	\$1.25	\$1,095.00
						\$	\$

**Supplemental Agreement and/or Request for Construction Change  
Change Order Request # 3-FINAL**

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
730-08.04	Signal Cable - 9 Conductor	LF	1,800	2,360	560	\$2.50	\$1,400.00
730-11.01	Steel Cable Riser Ass'y	Each	1	N/A		\$259.00	\$0.00
730-12.03	Conduit 3" Dia (PVC)	LF	200	320	120	\$11.00	\$1,320.00
730-12.07	Conduit 1" Dia (RGS)	LF	20	N/A		\$7.30	\$0.00
730-12.14	Conduit 3" Dia (Jack & Bore)	LF	250	231	-19	\$31.00	\$-589.00
730-13.06	Vehicle Detector(Optic Activity Priority Control)	Each	1	N/A		\$11,700.00	\$0.00
730-13.08	Vehicle Detector (Radar Stop Line)	Each	4	N/A		\$8,680.00	\$0.00
730-13.09	Vehicle Detector(Radar Advance)	Each	2	N/A		\$10,900.00	\$0.00
730-15.32	Cab (Eight Ph Base Mounted)	Each	1	N/A		\$19,600.00	\$0.00
730-16.02	Eight Phase Actuated Controller	Each	1	N/A		\$5,290.00	\$0.00
730-23.30	Pedestal Pole (Type A)	Each	3	N/A		\$1,470.00	\$0.00
730-23.36	Cantilever Signal Support (1 Arm @ 44')	Each	2	N/A		\$16,900.00	\$0.00
730-23.37	Cantilever Signal Support (1 Arm @ 50')	Each	2	N/A		\$17,600.00	\$0.00
730-26.11	Countdown Ped Signal Head W/Audible Push Button & 15" Sign	Each	8	N/A		\$1,530.00	\$0.00
740-11.02	Temp. Sediment Tube (12")	LF	300	0	-300	\$5.30	\$-1,590.00



B01-01	Seeding (W/Mulch)	UNIT	4	N/A		\$190.00	\$0.00
203-07	Furnish and Spread Top Soil	CY	400	N/A		\$8,000.00	\$0.00
						\$	\$
						\$	\$
						\$	\$
						\$	\$

Now, Therefore, We, Summers Taylor, Inc. Contractors, and Fidelity and Deposit Company of Maryland, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval  
 By: Sharm Smallwood 2/1/22  
 Engineer/CEI (Signature) Date

Approved By: John T. Brown 1/31/2022  
 Contractor (Signature) Date

By: Charlee Swinney 1/31/2022  
 Surety (Signature) Date

By: \_\_\_\_\_  
 Owner (Signature) Date

Approved for Eligibility By: \_\_\_\_\_  
 Local Programs (Signature) Date



# Purchase Order

Fiscal Year 2019

Page 1 of 1

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

Purchase Order Number **19002223-005**

Purchase Order Date **04/05/2019**

Department **41610**

Bill To  
 CITY OF MORRISTOWN  
 PURCHASING DIRECTOR  
 100 West 1st N Street  
 Morristown, TN 37814  
 Phone: (423) 585-4622  
 Fax: (423) 585-4687

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

Retain this purchase order for proof of tax exemption.  
 Tax Exempt #62-6000369

Vendor  
**MATTERN & CRAIG INC**  
**CONSULTING ENGINEERS**  
 701 FIRST STREET SW  
 ROANOKE, VA 24016

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
000-000-0000		10362	19002522	ASHLEY AHL

**NOTES**

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TASK ORDER NO. 3 CONSTRUCTION ENGINEERING INSPECTION COUNCIL APPROVED APRIL 2, 2019	1.0000	EACH	\$100,000.0000	\$100,000.00
	ESTIMATED AMOUNT OF \$100,000.00 BASED ON AN HOURLY PAY-ROLL MULTIPLIER COST PLUS FIXED FEE				
	GL #: 110 - 27600			\$100,000.00	
2	ADDITIONAL WORK	1.0000	EACH	\$7,003.7700	\$7,003.77
	GL #: 43300 - 399 - 1326			\$7,003.77	

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

Remit invoices to [accounts payable@mymorristown.com](mailto:accounts payable@mymorristown.com)

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchase Order Total **\$107,003.77**

3238DI

Mattern & Craig, Inc.  
701 First St., S.W.  
Roanoke, Va 24016  
(540) 345-9342

Invoice No.  
3238DI1221-14

January 14, 2022



TDOT Project No.: 32LPLM-F3-053  
Federal Project No.: STP-M-9113(23)

TDOT PIN: 121752.00

Mr. Larry Clark  
City of Morristown  
P.O. Box 1499  
Morristown, TN 37816

West AJ Highway Rehab  
City of Morristown  
Hamblen County

Progress Billing No. 14

TOTAL Contract	\$100,000.00	
As of December 31, 2021		\$107,127.18
Less Amount Previously Invoiced		<u>\$103,640.62</u>
<b>AMOUNT DUE THIS INVOICE</b>		<b>\$3,486.56</b>

I, the undersigned, do hereby certify that the above invoice is true and correct to the best of my knowledge and that payment has not been received or costs previously invoiced.

By Sharon Smallwood



PRELIMINARY ENGINEERING BY CONSULTANT

PROJECT DESC West AJ Highway Rehab  
City of Morristown.

DATE January 14, 2022

PROGRESS BILLING # <u>3238DI1221-14</u>	<u>TOTAL COSTS</u>
DIRECT OFFICE LABOR (Per Schedule No. 1 attached)	\$953.30
OVERHEAD: Payroll Additives and General & Admin - OFFICE (labor x 1.5490)	\$1,476.66
DIRECT FIELD LABOR (Per Schedule No. 1 attached)	\$189.30
OVERHEAD: Payroll Additives and General & Admin - FIELD (labor x 1.5434)	\$292.17
DIRECT COSTS: (Per Schedule No. 2 attached)	\$226.07
OTHER COSTS: (Per Schedule No. 3)	\$0.00
SUBTOTAL	<u>\$3,137.50</u>
NET FEE (direct labor x 2.35 x 13.0%)	<u>\$349.06</u>
AMOUNT DUE THIS INVOICE	<u><u>\$3,486.56</u></u>

SUMMARY

Total Invoiced through December 31, 2021	\$107,127.18
Less: Amount Previously Invoiced	<u>\$103,640.62</u>
AMOUNT DUE THIS INVOICE	<u><u>\$3,486.56</u></u>

I CERTIFY UNDER PENALTY OF LAW THAT THIS INVOICE AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED INFORMATION PRESENTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, I HEREBY CERTIFY THAT THIS SUBMITTAL IS ACCURATE AND CORRECT. I AM AWARE THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS. I FURTHER ACKNOWLEDGE THAT FAILURE TO FOLLOW FEDERAL DIRECTIVES, GUIDELINES, AND REGULATIONS WILL RESULT IN THE LOSS OF FEDERAL FUNDING.

*Sharon Smallwood*

(Preliminary Engineering Consultant)



PRELIMINARY ENGINEERING SCHEDULES PERFORMED BY CONSULTANT

PROJECT DESC West AJ Highway Rehab  
City of Morristown.

DATE: January 14, 2022

**SCHEDULE NO. 1**

**OFFICE LABOR**

Employee

	<u>Title</u>	<u>Rate per Hour</u>	<u>Total Hours</u>	<u>Amount</u>	<u>Overtime Hours</u>	<u>Amount</u>
J.A. Carder	Engineer	\$55.90	2.00	\$111.80		
S.S. Smallwood	Construction Manager	\$33.00	25.50	\$841.50		
			27.50	\$953.30		

**FIELD LABOR**

Employee

	<u>Title</u>	<u>Rate per Hour</u>	<u>Total Hours</u>	<u>Amount</u>	<u>Overtime Hours</u>	<u>Amount</u>
J.S. Erickson	Resident Project Rep.	\$25.24	7.50	\$189.30		\$0.00
			7.50	\$189.30	0.00	\$0.00

**SCHEDULE NO. 2**

Automobile (Schedule Attached)	\$226.07
Lodging	\$0.00
Meals	\$0.00
Other Direct Costs	\$0.00
<b>TOTAL DIRECT COSTS</b>	<b>\$226.07</b>

**SCHEDULE NO. 3**

	\$0.00
<b>TOTAL OTHER COSTS</b>	<b>\$0.00</b>

**MILEAGE SCHEDULE - Billed through 12/31/2021**  
**West AJ Highway Rehab**

Vehicle Number JC-Tacoma  
 Trip Purpose: CEI  
 Trip Origin: Kingsport, TN  
 Trip Destination: Morristown, TN  
 Driver: S.S. Smallwood

Date	Mileage	Amount
<b>December</b>		
1		
2		
3		
4	125	\$58.75
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16	74	\$34.78
17		
18		
19		
20		
21	95	\$44.65
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
<b>Total</b>	<b>294</b>	<b>\$138.18</b>

**MILEAGE SCHEDULE - Billed through 12/31/2021**  
**West AJ Highway Rehab**

Vehicle Number JC-Tacoma  
 Trip Purpose: CEI  
 Trip Origin: Kingsport, TN  
 Trip Destination: Morristown, TN  
 Driver: J.S.T. Erickson

Date	Mileage	Amount
<b>December</b>		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29	187	\$87.89
30		
31		
<b>Total</b>	<b>187</b>	<b>\$87.89</b>



3238DI

Mattern & Craig, Inc.  
701 First St., S.W.  
Roanoke, Va 24016  
(540) 345-9342

Invoice No.  
3238DI1121-13

December 21, 2021

TDOT Project No.: 32LPLM-F3-053  
Federal Project No.: STP-M-9113(23)

Mr. Larry Clark  
City of Morristown  
P.O. Box 1499  
Morristown, TN 37816

TDOT PIN: 121752.00



West AJ Highway Rehab  
City of Morristown  
Hamblen County

Progress Billing No. 13

TOTAL Contract	\$100,000.00	
As of November 30, 2021		\$103,640.62
Less Amount Previously Invoiced		<u>\$97,053.41</u>
<b>AMOUNT DUE THIS INVOICE</b>		<b>\$6,587.21</b>

*Ok ll  
1-11-22*

I, the undersigned, do hereby certify that the above invoice is true and correct to the best of my knowledge and that payment has not been received or costs previously invoiced.

By Sharm Smallwood



PRELIMINARY ENGINEERING BY CONSULTANT

PROJECT DESC West AJ Highway Rehab  
City of Morristown.

DATE December 21, 2021

PROGRESS BILLING # <u>3238D1121-13</u>	<u>TOTAL COSTS</u>
DIRECT OFFICE LABOR (Per Schedule No. 1 attached)	\$1,672.13
OVERHEAD: Payroll Additives and General & Admin - OFFICE (labor x 1.5490)	\$2,590.12
DIRECT FIELD LABOR (Per Schedule No. 1 attached)	\$504.80
OVERHEAD: Payroll Additives and General & Admin - FIELD (labor x 1.5434)	\$779.11
DIRECT COSTS: (Per Schedule No. 2 attached)	\$376.00
OTHER COSTS: (Per Schedule No. 3)	\$0.00
SUBTOTAL	<u>\$5,922.15</u>
NET FEE (direct labor x 2.35 x 13.0%)	<u>\$665.05</u>
AMOUNT DUE THIS INVOICE	<u><u>\$6,587.21</u></u>

SUMMARY

Total Invoiced through November 30, 2021	\$103,640.62
Less: Amount Previously Invoiced	<u>\$97,053.41</u>
AMOUNT DUE THIS INVOICE	<u><u>\$6,587.21</u></u>

I CERTIFY UNDER PENALTY OF LAW THAT THIS INVOICE AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED INFORMATION PRESENTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, I HEREBY CERTIFY THAT THIS SUBMITTAL IS ACCURATE AND CORRECT. I AM AWARE THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS. I FURTHER ACKNOWLEDGE THAT FAILURE TO FOLLOW FEDERAL DIRECTIVES, GUIDELINES, AND REGULATIONS WILL RESULT IN THE LOSS OF FEDERAL FUNDING.

*Sharon Smallwood*

(Preliminary Engineering Consultant)



PRELIMINARY ENGINEERING SCHEDULES PERFORMED BY CONSULTANT

PROJECT DESC West AJ Highway Rehab  
City of Morristown.

DATE: December 21, 2021

**SCHEDULE NO. 1**

**OFFICE LABOR**

<u>Employee</u>	<u>Title</u>	<u>Rate per Hour</u>	<u>Total Hours</u>	<u>Amount</u>	<u>Overtime Hours</u>	<u>Amount</u>
M.D. Allphin	Engineer	\$36.75	1.50	\$55.13		
S.S. Smallwood	Construction Manager	\$33.00	49.00	\$1,617.00		
			50.50	\$1,672.13		

**FIELD LABOR**

<u>Employee</u>	<u>Title</u>	<u>Rate per Hour</u>	<u>Total Hours</u>	<u>Amount</u>	<u>Overtime Hours</u>	<u>Amount</u>
J.S. Erickson	Resident Project Rep.	\$25.24	20.00	\$504.80		\$0.00
			20.00	\$504.80	0.00	\$0.00

**SCHEDULE NO. 2**

Automobile (Schedule Attached)	\$376.00
Lodging	\$0.00
Meals	\$0.00
Other Direct Costs	\$0.00
TOTAL DIRECT COSTS	\$376.00

**SCHEDULE NO. 3**

TOTAL OTHER COSTS	\$0.00
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**MILEAGE SCHEDULE - Billed through 11/30/2021**

West AJ Highway Rehab

Vehicle Number JC-Tacoma


Trip Purpose: CEI

Trip Origin: Kingsport, TN

Trip Destination: Morristown, TN

Driver: J.S.T. Erickson

<b>Date</b>	<b>Mileage</b>	<b>Amount</b>
<b>November</b>		
1		
2	221	\$103.87
3		
4	224	\$105.28
5		
6		
7		
8		
9		
10		
11		
12	219	\$102.93
13		
14		
15		
16		
17	39	
18	141	
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29	136	\$63.92
30		
31		
<b>Total</b>	<b>980</b>	<b>\$376.00</b>

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> 1/20/2020		<b>End Date</b> 1/19/2024		<b>Agency Tracking #</b> 40100-47260	
<b>Edison ID</b> 72282					
<b>Grantee Legal Entity Name</b> City of Morristown				<b>Edison Vendor ID</b> 4108	
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>CFDA #20.106</b>			
		<b>Grantee's fiscal year end – June 30</b>			
<b>Service Caption</b> (one line only) FAA American Rescue Plan Act (ARPA) Funding for Airports					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2022	\$0.00	\$59,000.00		\$0.00	\$59,000.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$59,000.00</b>		<b>\$0.00</b>	<b>\$59,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		The amount of funding available for each airport is set forth in the Coronavirus Response and Relief Supplemental Appropriations Act, Division M of Public Law 116-260. Airport sponsors may request a certain portion of those funds to be made available for operations and/or maintenance costs of the airport.			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart</b> (optional) TX		<b>Account Code</b> (optional) 71302			

**VENDOR ADDRESS: 1      LOCATION CODE: MAIN**

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

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

Grantee Edison Vendor ID # 4108

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational or debt service payments in accordance with the limitations prescribed in the American Rescue Plan Act ("ARPA"), Public Law 117-2. Grant funds may be used to reimburse airport operational expenses directly related to the airport incurred no earlier than January 20, 2020. Grant funding also may be used to reimburse a Grantee's payment of debt service where such payments occur no earlier than March 11, 2021. Funds provided under this Grant Agreement will be governed by the same principles that govern "airport revenue" as defined by Federal Aviation Administration ("FAA") regulations and guidance. New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes may not be funded with this Grant.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (**Attachment One**) incorporated to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Two** is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

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

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Fifty-Nine Thousand Dollars and Zero Cents (\$59,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

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

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

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

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

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

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

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and



reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

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

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other

damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

the respective party as set out below:  
The State:

David Demanette  
Transportation Program Monitor 2  
TDOT Aeronautics Division  
7335 Centennial Blvd.  
Nashville, TN 37209  
Telephone: 615-741-3208  
Email: David.Demanette@tn.gov

The Grantee:

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

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

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

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

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, “This project is funded under a grant contract with the State of Tennessee.” All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee’s records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

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

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

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

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

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

procuring property and services under a federal award.

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

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

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



whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. Reserved.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public

(federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

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

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

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

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

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

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

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

- E.3. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.4. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
  - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- E.5. Compliance with FAA Grant Assurances. The Grantee hereby assures and certifies, with respect to this Grant Contract, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant Contract, including but not limited to those listed in the FAA Airport Rescue Grant Sponsor Assurances, a copy of which may be obtained upon request from the State or the FAA. These assurances are hereby incorporated into and become part of this Grant Contract.
- E.6. Trafficking in Persons.
- a. The Grantee acknowledges and agrees that the Grantee, its employees, and any of the Grantee's subgrantees and its employees may not:
    - (1) Engage in severe forms of trafficking in persons during Term;
    - (2) Procure a commercial sex act during the Term; or
    - (3) Use forced labor in the performance of the Grant Contract.
  - b. The State may unilaterally terminate this Grant Contract, without penalty, if the Grantee:
    - (1) Is determined to have violated a prohibition in subsection a., or
    - (2) Has an employee who is determined by an official authorized to terminate the award to have violated a prohibition in subsection a.(1) during the Term through conduct that is either—
      - i. Associated with performance under this Grant Contract; or
      - ii. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
    - (3) Grantee shall inform the State immediately of any information Grantee receives from any source alleging a violation of a prohibition in subsection a. during the Term.
    - (4) The State's right to terminate unilaterally that is described in subsection a. of this section:
      - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
      - ii. Is in addition to all other remedies for noncompliance that are available to the State under this Grant Contract.

E.7. Employee Protection from Reprisal.

- a. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subsection (b), information that the employee reasonably believes is evidence of:
- (1) Gross mismanagement of a Federal grant;
  - (2) Gross waste of Federal funds;
  - (3) An abuse of authority relating to implementation or use of Federal funds;
  - (4) A substantial and specific danger to public health or safety; or
  - (5) A violation of law, rule, or regulation related to a Federal grant.
- b. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
- (1) A member of Congress or a representative of a committee of Congress;
  - (2) An Inspector General;
  - (3) The Government Accountability Office;
  - (4) A Federal office or employee responsible for oversight of a grant program;
  - (5) A court or grand jury;
  - (6) A management office of the State or Grantee or subgrantee; or
  - (7) A Federal or State regulatory enforcement agency.
- c. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- d. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this section more than three years after the date on which the alleged reprisal took place.
- e. Required Actions of the Inspector General – Actions, limitations, and exceptions of the OIG are established under 41 U.S.C. § 4712(b).

Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

E.8. Face Coverings Policy. The Grantee agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Grantee continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

E.9. Buy American. In accordance with 49 U.S.C. § 50101, the Grantee may not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United State to be used for any project for which funds are provided under this Grant Contract. The Grantee shall include a provision implementing Buy American in every contract and subcontract issued under this Grant Contract.

E.10. Equipment or Vehicle Replacement. The Grantee agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.

- E.11. Equipment Acquisition. The Grantee agrees that it will maintain Grantee-owned and -operated equipment and use for purposes directly related to the airport.
- E.12. Low Emission Systems. The Grantee agrees that vehicles and equipment acquired with funds provided in this grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Grantee further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.
- E.13. Utility Proration. For purposes of computing the share of the allowable airport operations and maintenance costs reimbursable with Federal funds, the allowable cost of utilities incurred by the Grantee, as applicable, to operate and maintain airport(s) included in this Airport Rescue State Block Grant must not exceed the percent attributable to the capital or operating costs of the airport.
- E.14. Utility Relocation in Grant Contract. The Grantee understands and agrees that:
  - a. Federal funds will not participate in the cost of any utility relocation unless and until the Grantee has submitted evidence satisfactory to the State and FAA that the Grantee is legally responsible for payment of such costs;
  - b. Federal participation is limited to those utilities located on-airport or off-airport only where the Grantee has an easement for the utility; and
  - c. The utilities must serve a purpose directly related to the airport.
- E.15. 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.

**IN WITNESS WHEREOF,**

**CITY OF MORRISTOWN:**

**32-555-0173-22**

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**GRANTEE SIGNATURE**

**DATE**

**GARY CHESNEY, CITY MAYOR**

---

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

**DATE**

---

**GRANTEE LEGAL COUNSEL**

**DATE**

**APPROVED AS TO FORM AND LEGALITY**



**DEPARTMENT OF TRANSPORTATION:**

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**JOSEPH GALBATO III, INTERIM COMMISSIONER**

**DATE**


---

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

**DATE**

<b>Application for Federal Assistance SF-424</b>		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text" value="01/20/2020"/>	4. Applicant Identifier: <input type="text" value="079026779"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
<b>State Use Only:</b>		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: <input type="text" value="City of Morristown"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="62-6000369"/>	* c. UEI: <input type="text" value="FWNGHUGWFD22"/>	
<b>d. Address:</b>		
* Street1:	<input type="text" value="100 W 1st North Street"/>	
Street2:	<input type="text"/>	
* City:	<input type="text" value="Morristown"/>	
County/Parish:	<input type="text" value="Hamblen"/>	
* State:	<input type="text" value="TN: Tennessee"/>	
Province:	<input type="text"/>	
* Country:	<input type="text" value="USA: UNITED STATES"/>	
* Zip / Postal Code:	<input type="text" value="37814-4652"/>	
<b>e. Organizational Unit:</b>		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: <input type="text" value="Mr"/>	* First Name:	<input type="text" value="Anthony"/>
Middle Name:	<input type="text"/>	
* Last Name:	<input type="text" value="Cox"/>	
Suffix:	<input type="text"/>	
Title:	<input type="text" value="City Administrator"/>	
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="423-585-4603"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="tcox@mymorristown.com"/>		

<b>Application for Federal Assistance SF-424</b>			
<b>* 9. Type of Applicant 1: Select Applicant Type:</b>			
<input type="text" value="C: City or Township Government"/>			
<b>Type of Applicant 2: Select Applicant Type:</b>			
<input type="text"/>			
<b>Type of Applicant 3: Select Applicant Type:</b>			
<input type="text"/>			
<b>* Other (specify):</b>			
<input type="text"/>			
<b>* 10. Name of Federal Agency:</b>			
<input type="text" value="Federal Aviation Administration"/>			
<b>11. Catalog of Federal Domestic Assistance Number:</b>			
<input type="text" value="20.106"/>			
<b>CFDA Title:</b>			
<input type="text" value="Airport Improvement Program"/>			
<b>* 12. Funding Opportunity Number:</b>			
<input type="text" value="TBD"/>			
<b>* Title:</b>			
<input type="text" value="TBD"/>			
<b>13. Competition Identification Number:</b>			
<input type="text"/>			
<b>Title:</b>			
<input type="text"/>			
<b>14. Areas Affected by Project (Cities, Counties, States, etc.):</b>			
<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
<b>* 15. Descriptive Title of Applicant's Project:</b>			
<input type="text"/>			
Attach supporting documents as specified in agency instructions.			
<input type="button" value="Add Attachments"/>	<input type="button" value="Delete Attachments"/>	<input type="button" value="View Attachments"/>	

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
* a. Applicant <input type="text" value="TN-01"/>	* b. Program/Project <input type="text" value="TN-01"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>17. Proposed Project:</b>	
* a. Start Date: <input type="text"/>	* b. End Date: <input type="text"/>
<b>18. Estimated Funding (\$):</b>	
* a. Federal	<input type="text" value="59,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="59,000.00"/>
<b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input checked="" type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on	<input type="text" value="12/01/2021"/>
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</b>	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Anthony"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Cox"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="City Administrator"/>	
* Telephone Number: <input type="text" value="423-585-4603"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="tcox@mymorristown.com"/>	
* Signature of Authorized Representative: 	* Date Signed: <input type="text" value="12/01/2021"/>

**ATTACHMENT TWO**  
**PAGE ONE**

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	City of Morristown
Subrecipient's DUNS number	079026779
Federal Award Identification Number (FAIN)	3-47-SBGP-67
Federal award date	8/19/2021
CFDA number and name	20.106
Grant contract's begin date	1/20/2020
Grant contract's end date	1/19/2024
Amount of federal funds obligated by this grant contract	\$59,000
Total amount of federal funds obligated to the subrecipient (GRANTEE: TOTAL Federal dollars deposited into YOUR account in current FY (7/21-6/22) from ALL agencies) MUST be UPDATED every 6 months and uploaded into BlackCat Documents	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$14,663,946
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)	

*Federal Award Identification Worksheet (FAI)* is a required document; it must be completed and returned with signed grant for execution, with an updated copy loaded into BlackCat (32-555-0173-22) every six (6) months.

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



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

**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
American Rescue Plan Act (ARPA)	\$59,000.00
<b>TOTAL</b>	<b>\$59,000.00</b>

[TAD Project #: 32-555-0173-22](#)

Project Breakdown:  
TX                            \$59,000.00            100% Federal G67 ARPA  
Grant Total:                \$59,000.00  
Reimbursable Amount:    \$59,000.00



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 City of Morristown a parent? Yes  No

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

Is City of Morristown a child? Yes  No

If yes, complete the fields below.

Parent entity's name: City of Morristown

Parent entity's tax identification number: 62-6000369

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

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

Parent entity's contact information

Name of primary contact person: Michelle Woods

Address: 100 West First North Street

Phone number: 423-585-4613

Email address: mwoods@mymorristown.com

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



## Morristown City Council Agenda Item Summary

**Date:** February 15, 2022

**Agenda Item:** 9c5

**Prepared By:** Larry Clark

**Subject:** Approval of contract with TDOT for Fairmont maintenance of Rail Crossing

**Background/History:** This contract is for rehab of the Fairmont St. Rail Crossing which includes paving of Fairmont.

**Findings/Current Activity:** The contract is for a 90/10 grant from TDOT to rehab the Rail Crossing of Fairmont. This will be the first of 3 other crossings that TDOT wants to rehab.

**Financial Impact:** City portion is budgeted.

**Action options/Recommendations:** Approval of Contract

**Attachment:** TDOT contract



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**DIVISION OF FREIGHT & LOGISTICS**  
SUITE 900, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-2781

**JOSEPH GALBATO, III**  
INTERIM COMMISSIONER

**BILL LEE**  
GOVERNOR

December 28, 2021

Paul Brown, Public Works Director  
4360 Durham Landing  
Morristown, TN 37814

Subject: Highway-Rail Grade Crossing Improvement Project, **Contract # CRR070465**

Dear Mr. Brown,

The Tennessee Department of Transportation (TDOT) has prepared an Agreement for the City of Morristown for safety improvements at the subject highway-rail grade crossing listed below:

U.S. Dot Crossing Number	731366G
Railroad Company	Norfolk Southern (NS) Corp.
Railroad Milepost	89.79A
Federal Project Number	HSIP-R-3850 (10)
State Project Number	32951-2508-94
PIN	128471.00
Highway Route	S Fairmont Ave (03850)
Highway Log Mile	0.08
City, County	In Morristown, Hamblen

Please note that on **Item 2 (a)** of the work agreement, TDOT will need the City to place a **checkmark next to the method** by which the City will perform the Railroad Crossing safety improvement work.

Enclosed is one (1) original counterpart of the agreement between the Department and the City for the performance of this work.

Please have the appropriate City representative review, sign, and return the Agreement to me. I will then forward the copy for TDOT Commissioners Signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the City the fully executed agreement. Upon receipt of the fully executed agreement, the City may begin work.

If you have any questions regarding this matter, please contact me by phone at (615) 253-1043 or by email at [Erik.Andersen@tn.gov](mailto:Erik.Andersen@tn.gov)

Sincerely,

Handwritten signature of Erik Andersen in black ink.

**Erik Andersen, P.E.** | TN Rail Crossing Safety Manager  
Freight & Logistics Division  
J. K. Polk Bldg., 9<sup>th</sup> Floor  
505 Deaderick St, Nashville, TN 37243  
p. 615-253-1043  
[Erik.Andersen@tn.gov](mailto:Erik.Andersen@tn.gov)

EA:drs

Enclosure: City Agreement (1 copy)



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## RAILROAD AGREEMENT

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THIS AGREEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and the **City of Morristown, Tennessee**, hereinafter referred to as the "Local Government".

### WITNESSETH:

WHEREAS, in accordance with 23 CFR, Subpart 646B, TDOT has directed the Local Government to prepare plans, specifications, and estimates of costs of labor, material and equipment, etc. for construction of the crossing roadway approaches adjustments, hereinafter referred to as the "Railroad Crossing Approaches Project" number **PIN 128471.00, HSIP-R-3850 (10), 32951-2508-94**, at the **S Fairmont Ave (03850) Highway-Rail Grade Crossing DOT No. 731366G** located in **Morristown, Hamblen County, Tennessee**; and

WHEREAS, the Local Government is eligible for reimbursement for the Railroad Crossing Approaches Project under 23 CFR, Subparts 140I and 646B which are incorporated herein by reference; and

WHEREAS, for the Railroad Crossing Roadway Approaches Adjustment Project, the Local Government has prepared plans, specifications, and estimates of cost, dated **January 8, 2021**, which estimate is in the amount of **\$40,600.00, in which the total cost is to be split 10% for the City of Morristown (\$4,060.00) and 90% for TDOT (\$36,540.00)**, as required for the construction or installation of

### LIST OF WORK ITEMS

2. Mill and overlay pavement between existing asphalt joint 10' from near rail on Approach 1 (NW bound S. Fairmont Avenue) to W. Morris Boulevard intersection and between existing asphalt joint 10' from near rail on Approach 2 (SE bound S. Fairmont Avenue) to W. 1st N Street.
3. Install advance warning sign (W10-4L) and add yellow reflective strip on Approach 3 (SW bound W. Main Street) 100' from Fairmont Avenue intersection.
4. Replace seven (7) 24" solid white stop lines. Replace 1 on Approach 1 (NW bound S. Fairmont Avenue) 8' advance of signal and no closer than 15' to nearest rail. Replace 1 on Approach 2 (SE bound S. Fairmont Avenue) 8' advance of signal and no closer than 15' to nearest rail. Replace 2 on Approach 1 (NW bound S. Fairmont Avenue) at W. Morris Boulevard intersection. Replace 1 on Approach 2 (SE bound S. Fairmont Avenue) at W. 1st N Street intersection. Replace 2 on Approach 3 (SW bound W. Main Street) at S. Fairmont Avenue intersection.

5. Replace 4" double yellow center lines on Approach 1 (NW bound S. Fairmont Avenue) between stop line and W. Morris Boulevard intersection, between tracks between stop lines, and on Approach 2 (SE bound S. Fairmont Avenue) between stop line and W. Main Street intersection, and on Approach 3 (SW bound W. Main Street) between stop line and advance warning sign (W10-4L).
6. Replace 4" solid white edge lines on Approach 1 (NW bound S. Fairmont Avenue) between stop line and W. Morris Boulevard intersection, between tracks between stop lines, and on Approach 2 (SE bound S. Fairmont Avenue) between stop line and W. Main Street intersection.
7. Remove existing advance warning sign (W10-1) at 228' and install new advance warning sign (W10-1) and add yellow reflective strip on Approach 1 (NW bound S. Fairmont Avenue) 100' from nearest rail and remove existing advance warning sign (W10-1) at 435' and install new advance warning sign (W10-1) and install yellow reflective strip on Approach 2 (SE bound S. Fairmont Avenue) 100' from nearest rail.
8. Replace RxR advance warning pavement markings on Approach 1 (NW bound S. Fairmont Avenue) 100' from nearest rail and on Approach 2 (SE bound S. Fairmont Avenue) 100' from nearest rail.
9. Replace right turn and through lane arrow pavement marking on Approach 1 (NW bound S. Fairmont Avenue) in right lane at W. Morris Boulevard intersection.
10. Replace four (4) left turn arrow pavement markings. Replace 1 on Approach 1 (NW bound S. Fairmont Avenue) in left turn lane at W. Morris Boulevard intersection. Replace 1 on Approach 2 (SE bound S. Fairmont Avenue) in left turn lane at W. 1st N Street intersection. Replace 2 on Approach 3 (SW bound W. Main Street) in left turn lane at S. Fairmont Avenue intersection.
11. Replace 4" solid white lane line on Approach 1 (NW bound S. Fairmont Avenue) approximately 115' at W. Morris Boulevard intersection and on Approach 2 (SE bound S. Fairmont Avenue) approximately 85' at W. 1st N Street intersection and on Approach 3 (SW bound W. Main Street) approximately 84' at S. Fairmont Avenue intersection.
12. Replace left turn and through lane arrow pavement marking on Approach 2 (SE bound S. Fairmont Avenue) in left turn lane at W. 1st N Street intersection.
13. Replace two (2) right turn arrow pavement markings on Approach 3 (SW bound W. Main Street) in right lane at S. Fairmont Avenue intersection.

(hereinafter referred to as the "Railroad Crossing Approaches Work"); and

NOW, THEREFORE, in consideration of these premises, and the mutual promises contained herein, it is agreed by and between the parties hereto as follows:

1.
  - (a) The Local Government shall construct said Railroad Crossing Approaches Project in accordance with the estimate of cost, plans and specifications, as approved by TDOT, which are incorporated herein by reference, and as otherwise contemplated by this Agreement. The approved estimate of cost, plans and specifications are attached hereto as "Exhibit A".
  - (b) Any change in approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Local

Government to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.

2. (a) The Local Government agrees that it will perform the Railroad Crossing Approaches Work provided for in this Agreement by one of the following methods (**mark the appropriate space**):

\_\_\_\_\_ By force account (provided that the Local Entity is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner).

\_\_\_\_\_ By contract awarded to the lowest qualified bidder based on appropriate solicitation.

\_\_\_\_\_ By use of an existing continuing contract (provided that the costs are reasonable).

By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as follows:

Current paving bid with Summers Taylor.

City Staff for non-bid items.

- (b) Whenever the Local Government elects to perform the Railroad Crossing Approaches Work by award of a contract, it shall submit the same to TDOT for prior approval. TDOT shall not be required to reimburse the Local Government for its obligation under any contract that has not received the advance written approval of TDOT.
- (c) Subject to Tennessee Open Records Law, the Local Government shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Crossing Approaches Work to anyone other than TDOT. The Local Government hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.
- (d) Neither the Local Government nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Work to be performed under a contract to be awarded by the Local Government. The Local Government further agrees that no employee, officer, or agent, of the Local Government, shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Railroad Crossing Approaches Work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform or supply material for the Railroad Crossing Approaches Work. Neither the Local Government nor any affiliate, subsidiary, employee, officer, or agent, of the Local Government, shall solicit, or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.



- (e) The Local Government must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Crossing Approaches Work. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Crossing Approaches Work.
- 3. The Railroad, under separate Agreement described above, shall provide flagging protection as may be required for the maintenance and protection of Railroad and highway traffic during the progress of the Railroad Crossing Approaches Work.
- 4. The Local Government agrees to provide engineering, erosion control, traffic control, clearing and grubbing of the proposed Railroad Crossing Approaches Work site, and all survey staking for the purpose of the Railroad Crossing Approaches Work, and the estimated cost thereof is included in the estimate described above. Prior to commencing the work authorized herein, the Local Government shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of Tenn. Code Ann. 65-31-101 *et seq.* are met.
- 5. After the Railroad Crossing Approaches Work has been constructed or installed and found to be in satisfactory working order by the parties hereto, the same shall be maintained by the Local Government for the benefit of the public for so long as the Railroad maintains and operates its track facilities at the crossing, or until the crossing is abandoned and unused or legal requirements make it necessary to cease operation and maintenance of the Railroad's signals and related equipment. It is understood that as of the date hereof, the provisions of applicable law require the Local Government to maintain said railroad-highway grade crossing roadway approaches at its own expense. It is further understood by the parties that State funds for the purpose of operating and maintaining the facilities, constructed or installed, may be expended in the event the General Assembly of Tennessee specifically authorizes and appropriates funds for such purposes, or in the event such funds are otherwise available for such purposes under prior authority and appropriation granted to TDOT by the General Assembly.
- 6. Subject to the provisions of this paragraph, and as otherwise provided in this Agreement, TDOT agrees to reimburse the Local Government for the cost of designing, and constructing the Railroad Crossing Approaches Project in accordance with the approved plan, as follows:
  - (a) TDOT shall reimburse the Local Government for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Railroad Crossing Approaches Project, whether it is or is not a federal-aid project.
  - (b) The Local Government shall develop and record Railroad Crossing Approaches Work costs in a manner consistent with the current provisions of 23 CFR 140I as of the effective date of this Agreement, and as approved by TDOT.
  - (c) Unless a lump-sum payment has been approved by TDOT, the Local Government shall submit all requests for payment by invoice, in form and substance acceptable to TDOT with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost

line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.

- (d)** The Local Government may submit invoices for interim payments during the progress of the Railroad Crossing Approaches Work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Crossing Approaches Project, as described in Paragraph 1 of this Agreement, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
  - (e)** TDOT shall, unless it has good faith and reasonable objections to the Local Government's invoice for interim payment, use its best efforts to issue payment based on the Local Government's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Local Government's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Local Entity so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Local Government. All other reimbursable cost items set out in the Local Government's invoice shall be paid by TDOT.
  - (f)** Subject to the Local Government's right to bill on an interim basis as described above, the Local Government shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one year following the completion of the Railroad Crossing Approaches Work in its entirety. Otherwise, any previous payments to the Local Entity shall be considered final, and the Local Government shall be deemed to have waived any claim for additional payments, except as TDOT and the Local Government may have agreed otherwise in writing before the end of that year.
  - (g)** The Local Government's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
- 7.** TDOT shall have the right to inspect the Railroad Crossing Approaches Work on this project and to confirm the financial information made available by the Local Government to TDOT in support of the Local Government's invoiced amounts. The Local Government shall notify TDOT of the date that the first work will be performed in order that adequate inspection can be arranged and proper records kept. Any costs billed by the Local Government that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.
  - 8.** The Local Government agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Agreement, the

Local Government agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.

9. The Local Government shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Local Government, insofar as they relate to work performed or monies received under this Agreement shall be maintained for a period of three (3) full years after final payment has been received by the Local Government and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or by the Federal Highway Administration, or their duly appointed representatives during this three (3) year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
10. This Agreement is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Agreement upon written notice to the Local Government. Said termination shall not be deemed a breach of this Agreement by TDOT. Upon receipt of the written notice, the Local Government shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Local Government's roadway facilities to safe operation. Should such an event occur, the Local Government shall be entitled to compensation for all costs reimbursable under 23 CFR 646B (in accordance with paragraph 7 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon such termination, the Local Government shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
11. To the extent allowed by the laws and Constitution of the State of Tennessee, the Local Government, its successors and assigns, agrees to indemnify and hold harmless TDOT as well as its employees, officers and agents from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Local Government, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the Railroad Crossing Approaches Work relating to this Agreement. The Local Government further agrees it shall be liable for the reasonable cost of attorneys for TDOT in the event such services are necessitated to enforce the terms of this Agreement or otherwise enforce the obligations of the Local Government to TDOT.

In the event of any such suit or claim, the Local Government shall give TDOT immediate notice thereof and shall provide all assistance required by TDOT in TDOT's defense. TDOT shall give the Local Government written notice of any such claim or suit, and the Local Government shall have full right and obligation to conduct the Local Government's own defense thereof. Nothing contained herein shall be deemed to accord to the Local Government, through its attorney(s), the right to represent TDOT in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

12. TDOT shall have no liability except as specifically provided in this Agreement.
13. This Agreement may be modified only by a written amendment executed by the parties hereto.

14. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
15. The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Local Government on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Local Government shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
16. The Local Government agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Local Government to comply with this provision shall constitute a material breach of this Agreement, and subject the Local Government to the repayment of all State funds expended, or expenses incurred, under this Agreement.
17. All applicable provisions of Form FHWA-1273, attached hereto as “Exhibit B,” are hereby made a part of this Agreement.
18. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Local Government acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
20. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
21. TDOT and the Local Government agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation  
Attention: Freight & Logistics  
Highway Railroad Crossing Program  
Suite 900, James K. Polk Building  
505 Deaderick Street  
Nashville, TN 37243-0349  
Fax: (615) 253-1482

With a copy if requested by TDOT to:

John H. Reinbold, Office of General Counsel  
Suite 300, James K. Polk Building  
505 Deaderick Street  
Nashville, TN 37243-0326  
Fax: (615) 532-5988

To the Local Government:

Paul Brown, Public Works Director  
4360 Durham Landing  
Morristown, TN 37814

With a copy if requested by the Local Government to:

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**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**City of Morristown, Tennessee**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Joseph Galbato, III  
Interim Commissioner

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

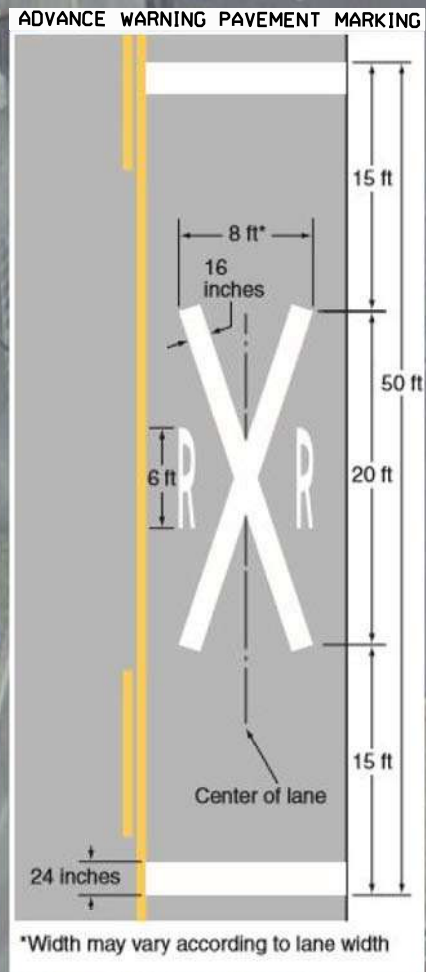
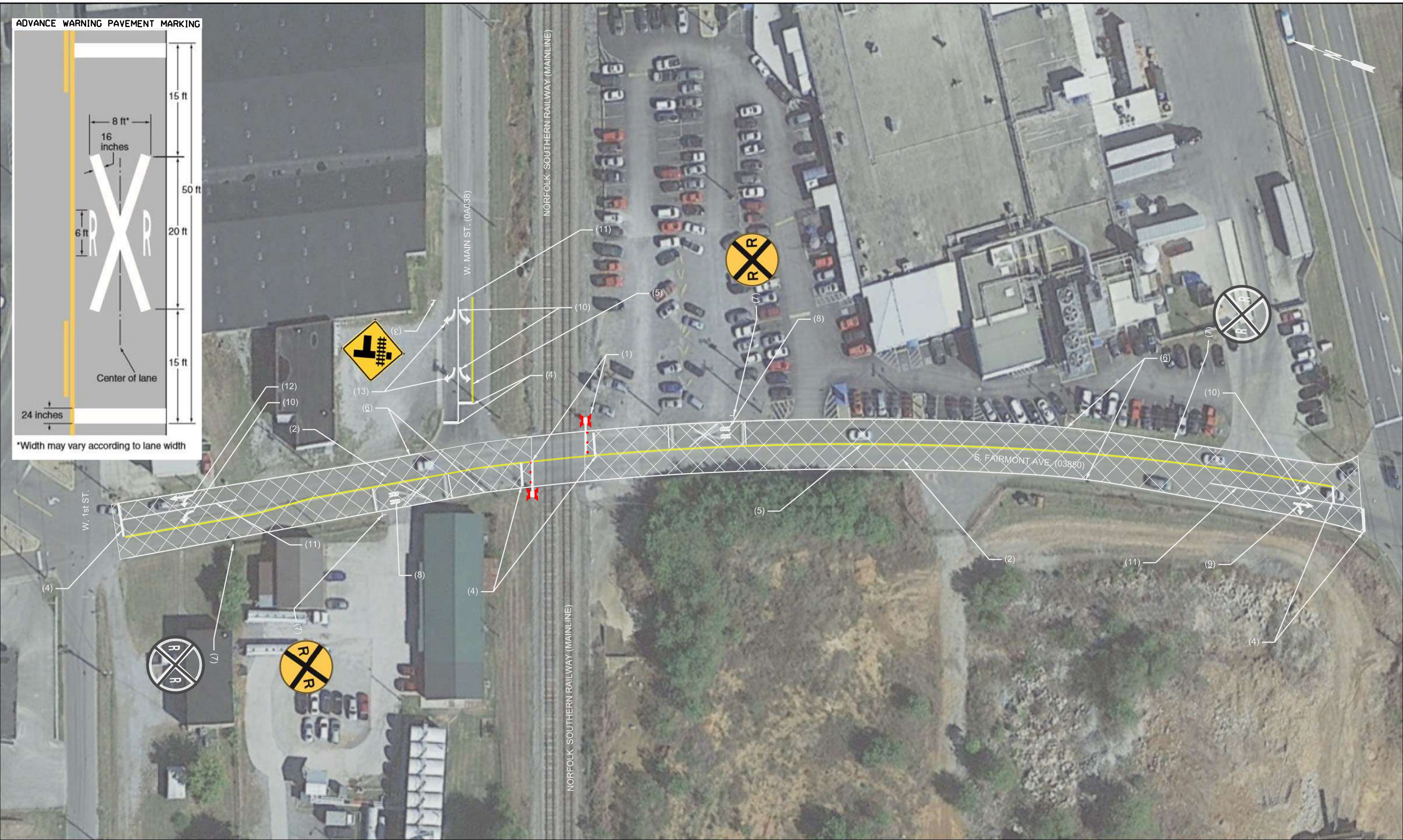
BY: \_\_\_\_\_  
City of Morristown Attorney

BY: \_\_\_\_\_  
John H. Reinbold  
General Counsel

ESTIMATED QUANTITIES FOR LOCAL AGENCY					
DESCRIPTION		UNIT	QUANTITY	UNIT PRICE	TOTAL
90% ITEMS	TRAFFIC CONTROL	LS	1	\$500.00	\$500.00
	MOBILIZATION	LS	1	\$1,000.00	\$1,000.00
	STEEL SIGN SUPPORT POST	EACH	3	\$150.00	\$450.00
	SIGNS (W10-1 ADVANCE WARNING 36")	EACH	2	\$120.00	\$240.00
	SIGNS (W10-4L ADVANCE WARNING 36")	EACH	1	\$120.00	\$120.00
	SIGN POST REFLECTIVE STRIP (2" YELLOW)	L.F.	9	\$0.50	\$4.50
	PAVEMENT MARKING (4IN SINGLE WHITE LINE)	L.F.	2165	\$2.50	\$5,412.50
	PAVEMENT MARKING (4IN DOUBLE YELLOW LINE)	L.F.	915	\$5.00	\$4,575.00
	PAVEMENT MARKING (STOP LINE)	L.F.	97	\$10.00	\$970.00
	WORD PAVEMENT MARKING (RXR)	EACH	2	\$800.00	\$1,600.00
	PAVEMENT MARKING ARROW (TYP1)	EACH	8	\$200.00	\$1,600.00
	FLAGMAN	PER DAY	1	\$1,200.00	\$1,200.00
	CONTRACTING WITH NORFORK SOUTHERN	LUMP SUM	1	\$5,000.00	\$5,000.00
	ASPHALT WORK	TON	283.5	\$63.00	\$17,860.50
	90% ITEMS SUB-TOTAL				
<b>CONTRACT TOTAL</b>					<b>\$36,540.00</b>

\* Note: This sheet is provided with the DTR Report as the Local Governments cost estimate for the work listed under the recommendations page of the DTR. This estimate should include traffic control costs and be approved by the Local Government prior to the DTR report being finalized. Add lines as needed.





SCALE : NTS

*Conceptual Plan*  
Not Approved for Operations

PREPARED BY:

**moffatt & nichol**  
4700 FALLS OF NEUSE ROAD, SUITE 300  
RALEIGH, NORTH CAROLINA 27609  
(919) 781-4626 VOICE (919) 781-4869 FAX

**TN TDOT**  
Department of Transportation

**STATE OF TENNESSEE**  
**DEPARTMENT OF TRANSPORTATION**  
MULTIMODAL TRANSPORTATION RESOURCES DIVISION

LOCATION	731366G S. FAIRMONT AVE. (03850)		
IN	MORRISTOWN HAMBLÉN COUNTY, TN		
DGN/CAP	FILE No.	VRN	MILE POST 89.790
DWN/MEM	FILE No.	DRAWING NUMBER	
CHK/JRT	DATE: OCTOBER 13, 2020	SHEET 1 OF 1	

NOTE: AS A PROJECT PLANNING DOCUMENT, THIS SHEET IS PROTECTED UNDER 23 USC § 409d AND MAY NOT BE ADMITTED INTO EVIDENCE IN A FEDERAL OR STATE COURT PROCEEDING



**EXHIBIT B****REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded

Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier



**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



# Purchase Order

Fiscal Year 2022 Page 1 of 1

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

Purchase Order Number **22001654**  
 Purchase Order Date **02/02/2022**  
 Department **41610**

Bill To  
 CITY OF MORRISTOWN  
 PURCHASING DIRECTOR  
 100 West 1st N Street  
 Morristown, TN 37814  
 Phone: (423) 585-4622  
 Fax: (423) 585-4687

Ship To  
 CITY OF MORRISTOWN PUBLIC  
 WORKS  
 619 HOWELL ROAD  
 purchasing@mymorristown.com  
 MORRISTOWN, TN 37813

Retain this purchase order for proof of tax exemption.  
 Tax Exempt #62-6000369

Vendor  
 WEST HILLS FORD TRACTOR, INC  
 1103 W JACKSON BLVD  
 JONESBOROUGH, TN 37659

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
615-753-4621		17189	22002132	DAVID MARSHALL

**NOTES**

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TRANSMISSION REBUILD FOR TRACTOR GL #: 43140 - 362	1.0000	EACH	\$14,600.0000	\$14,600.00

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

Remit invoices to [accounts payable@mymorristown.com](mailto:accounts payable@mymorristown.com)

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchase Order Total **\$14,600.00**





## Morristown City Council Agenda Item Summary

**Date:** February 15, 2022

**Agenda Item:** 9c7

**Prepared By:** Larry Clark

**Subject:** Approval of change order for ADA project

**Background/History:** Council approved an ADA project for various Park facilities to address concerns this summer.

**Findings/Current Activity:** Because of supply issues and redesign/adding of a couple restroom rehab, it was requested to add 21 days to the contract (April 6, 2022) and additional \$9,870.31.

**Financial Impact:** Additional funding will come from capital line item of the Capital Fund.

**Action options/Recommendations:** Approval of Change Order

**Attachment:** Change Order



**ZD CONTRACTING**  
INCORPORATED

Moving Your Industry Forward

Project: Morristown ADA Park Renovations

Owner: City of Morristown

Change Order #: 1

Requested By: Lose Design

The contract price is change as follows: (Brief description of work to be performed and become part of the contract documents)

All labor and materials necessary to saw cut and remove concrete floor to install plumbing in a location to meet ADA requirements. Relocation of water lines from floor location and mid wall location to properly install epoxy flooring and toilet partitions as directed. Provide and install insulation on water lines to protect from public and weather. Provide install restroom accessories not listed on the drawings but required per ADA. Plumbing drawings and specifications have not been provided. All newly requested plumbing will be installed 2018 IPC as listed on Sheet A0.1. Due to the extent of the plumbing changes that were not originally bid, we require 21 additional calendar days to complete this work and obtain proper inspections. Additional General Conditions requirements not requested at this time.

All work to be coordinated to allow for public restroom access in bldgs. 1, 2, 3, & 4 (sheet A1.1 and A1.2) during tournament scheduled for 03/19/22, to the greatest extent possible. City acknowledges that Contractor will make all reasonable efforts to maximize project completion, but that certain aspects of project may be pending past-scheduled project completion date due to factors beyond contractors control and will not hold ZD Contracting responsible for financial penalties as a result of unmitigatable delays. City acknowledges contractor will need to return to complete pending work after scheduled project end date due to supply chain issues as stated during conference call.

Contractor will endeavor to mitigate this possibility and maximize public access to facilities as much as reasonably possible without risk of liquidated damages or other penalties

**As project continues, if additional time is required for completion as a result of delays as specified in the project contract, including supply chain issues, the City will consider a contract time increase.**

Original Contract Sum	\$	224,491.00
Net By Previous Change Directives	\$	-
Contract Sum By Previous Approved Change Directives	\$	224,491.00
Contract Sum Will Be Decreased or Increased By This Change Directive In The Amount Of	\$	9,870.31
New Contract Sum Including This Change Directive	\$	234,361.31

The Contract Time will be increased by 21 Days  
The New Date of substantial completion is: 4/6/2022

**Not Valid Until Signed By ZD Contracting Inc. and Architect or Owner**

Zigurat Development LLC

Lose Design

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Salvatore Plont, CFO  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FERGUSON ENTERPRISES LLC #20

Price Quotation  
Phone: 865-531-8550  
Fax: 865-531-6443

Bid No: B871107  
Bid Date: 01/10/22  
Quoted By: CAT

Cust Phone: 865-377-4946  
Terms: NET 10TH PROX

Customer: ZIGGURAT DEVELOPMENT LLC  
3710 NEAL DR  
KNOXVILLE, TN 37918

Ship To: ZIGGURAT DEVELOPMENT LLC  
3710 NEAL DR  
KNOXVILLE, TN 37918

Cust PO#:

Job Name: MORRISTOWN PARK ADA

Item	Description	Quantity	Net Price	UM	Total
A6400001020	2-B URINAL	1	358.370	EA	358.37
ZZ6003AVULF	@ CCI 0.5-1.0 VC URN *STALLB WHIT .125 GPF URN FV	1	122.930	EA	122.93
SUBTOTAL					481.30
<b>Net Total:</b>					<b>\$481.30</b>
<b>Tax:</b>					<b>\$44.52</b>
<b>Freight:</b>					<b>\$0.00</b>
<b>Total:</b>					<b>\$525.82</b>

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBEWBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

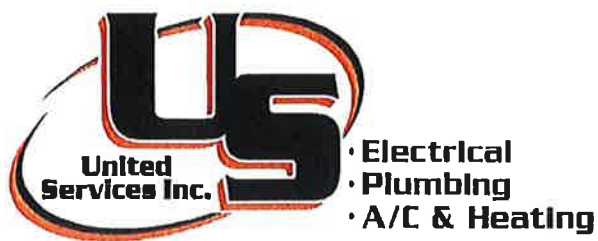
LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=13&on=513977>



Mailing Address: PO Box 12509 Knoxville, TN 37912  
Shipping Address: 7358 Morton View Lane Powell, TN 37849

Fax: (865) 306 - 5655  
Phone: (865) 281-0201

December 13, 2021

To: Ryan Davis  
From: Zack Buck  
TN LIC # 47699 Unlimited  
Expiration Date: 10/31/2021  
Classification: State of Tennessee Electrical Contractor (CE)  
Classification: State of Tennessee Mechanical Contractor (CMC)  
Subject: Morristown Park ADA Improvements  
Addenda:

Scope of Work: Furnish and Install Domestic Water and Sanitary Sewer to tie into existing inside of building, Plumbing Fixtures, Gas Piping, **Not Included Demo of Block, Concrete, Drains or Water Piping, Gravel, Hand Digging, Any Added Work that needs to be done besides installing offset flange will result in a added cost**

**Add For Water Piping (PEX) Tying into existing inside of Restroom Area, Buildings Include #4, #2, #3 and moving toilet in #5**

**Pricing is only Good for 30 Days**

**These Items are Excluded unless noted Above: Roofing, Painting, Line Voltage, Boring, Concrete Pads For Condensers, Housekeeping Pads, Sheetrock Access Doors, Patching of Walls or Ceilings, No Seismic, Bonds, Pouring or Patching Concrete Floors, Spoils off of Site, Structural Steel, Rock Removal, Unsuitable Soils, Downspout Drains, No Tap Fees, No Meter Fees**

**Plumbing Quote: \$ 7,965.00  
Plumbing Add Quote: \$ 7,480.00**

United Services Inc. (865) 281-0201  
Glen Holt Mechanical Estimator (865) 388-2446  
Zach Buck Plumbing Estimator (865) 771-9421

Search...

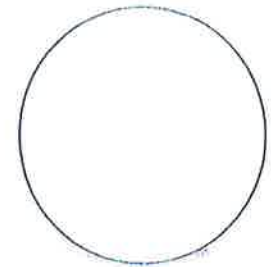
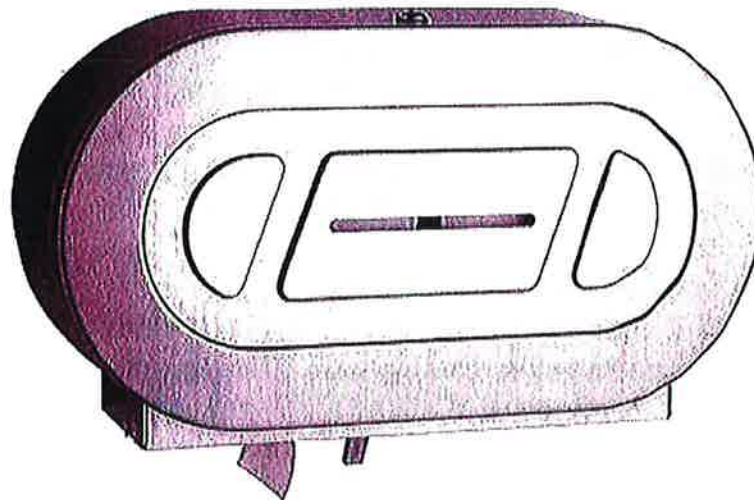
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Call

**Large Inventory, Same Day Shipping On Stock!**

Home > Bobrick > Bobrick B2892 Surface-Mounted Twin Ju...



Q Roll over Image to zoom in Click on image to zoom



# Bobrick B2892 Surface-Mounted Twin Jumbo-Roll Toilet Tissue Dispenser

BOBRICK SKU: B2892

Price: \$223.90 In Stock

Quantity:

[Add to cart](#)

## Description

Stainless steel twin Jumbo-Roll Toilet Tissue Dispenser with satin finish

### Features

- Satin-finish stainless steel
- Equipped with tumbler lock
- Sliding access panel exposes one roll at a time, allows easy roll change-over
- Wide viewing slot in door
- Quick reloading

### Specifications

**Cabinet** - 18-8 S, type-304, 20-gauge (1.0mm) stainless steel with satin-finish. Equipped with a tumbler lock keyed like other Bobrick washroom accessories

**Materials:** **Door** - 18-8 S, type-304, 18-gauge (1.2mm) stainless steel with satin-finish. Drawn, one-piece, seamless construction. Wide viewing slot reveals toilet tissue supply inside cabinet

**Dispensing Mechanism** - High-Impact ABS

**Size:** 20-13/16" (525mm) w x 12-1/4" (310mm) h x 5-5/16" (135mm) d

**Capacity:** Two 10" (255mm) dia. rolls with 2-1/4" (55mm) dia. core rolls; convertible for 3" (75mm) dia. core rolls

**Operation:** Door unlocks with key provided and swings down for loading dispenser. Spindles accommodate two toilet tissue rolls up to 10" (255mm) diameter with 3" (75mm) diameter core, or remove outer spindle (which is held in place with 3 snaps) from the inner spindles to accommodate 2-1/4" (55mm) diameter core rolls. Unique sliding access panel exposes one roll at a time for patron use, assuring uninterrupted, complete no-waste use of first roll before starting the reserve roll; allows easy roll change-over. When first roll is depleted, move the lever at the bottom of dispenser to the left until sliding access panel locks in position and exposes roll on right. When door is opened for reloading, the sliding access panel





1-800-992-3667



Track My Order



Request A Quote

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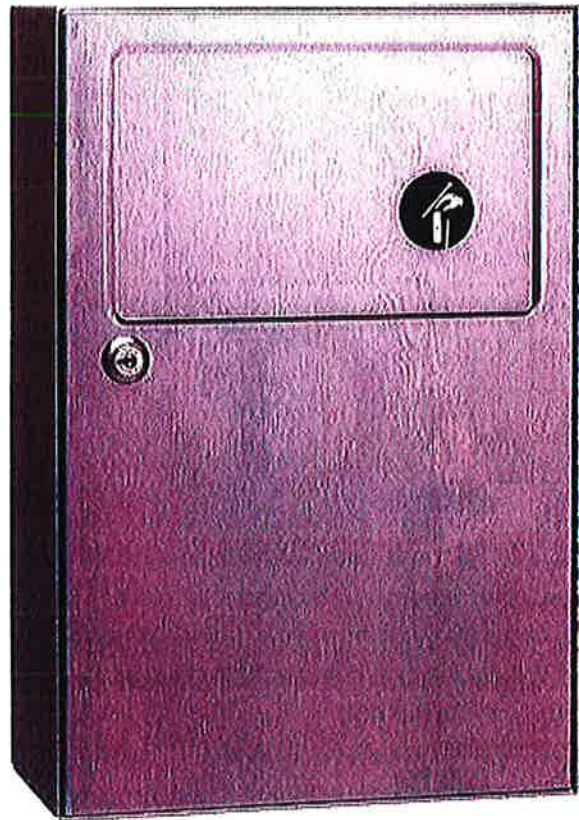
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Cart

**Large Inventory, Same Day Shipping On Stock!**

Home > Bobrick > Bobrick B254 Classic Series Surface-M...



Q Roll over Image to zoom In Click on Image to zoom





# Bobrick B254 Classic Series Surface-Mounted Sanitary Napkin Disposal

BOBRICK SKU: B254

Price: **\$164.84** In Stock

Quantity:

Add to cart

## Description

This unit comes with a leak-proof, rigid molded polyethylene waste receptacle that has room over 1.2 gallons or 4.6 liters of waste. It comes with a cabinet that is made with type-304 heavy-gauge stainless steel

## Features

- Satin-finish stainless steel
- Self-closing panel covers disposal opening
- Removable, leak-proof 1.2-gal (4.6-L) plastic receptacle
- Can be equipped with international graphic symbol identifying usage

## Specifications

Cabinet - 18-8 S, type-304, heavy-gauge stainless steel. All-welded construction.

Exposed surfaces have satin finish

Door - 18-8 S, type-304, 22-gauge (0.8mm) stainless steel with satin finish. Secured to cabinet with a full-length stainless steel piano-hinge. Equipped with a tumbler lock keyed like other Bobrick washroom accessories

### Materials:

Disposal Panel - 18-8 S, type-304, 22-gauge (0.8mm) stainless steel with satin finish.

Bottom edge hemmed for safety. Secured to door with a spring-loaded, full-length stainless steel piano-hinge. Equipped with an international graphic symbol identifying sanitary napkin disposal

Waste Receptacle - Leak-proof, rigid molded polyethylene. Removable for servicing



1-800-992-3667



Track My  
Order



Request A  
Quote

Search...

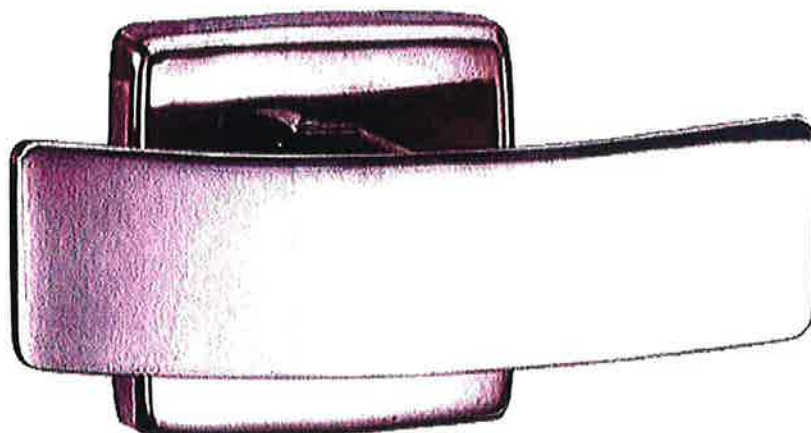
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Cart

**Large Inventory, Same Day Shipping On Stock!**

Home › Bobrick › Bobrick B6727 Satin-Finish Stainless ...



Q Roll over Image to zoom in Click on Image to zoom



# Bobrick B6727 Satin-Finish Stainless Steel Classic Series Double Robe Hook

BOBRICK SKU: B6727

Price: \$60.23 In Stock

Quantity:

[Add to cart](#)

## Description

Satin-finish stainless steel double robe hook

### Features

- Satin-finish stainless steel
- Contoured 4" (100mm) wide bar forms hook at each end

### Specifications

Flange and Support Arm - 18-8 S, type-304, 22-gauge (0.8mm) stainless steel.  
Concealed, 16-gauge (1.6mm) stainless steel mounting bracket. All-welded  
**Materials:** construction. Secured to wall plate with a stainless steel setscrew  
Concealed Wall Plate - 18-8 S, type-304, 16-gauge (1.6mm) stainless steel  
Cap - 18-8 S, type-304, 10-gauge (3.6mm) stainless steel. Welded to the support arm  
**Size:** 4" (105mm) l x 2" (50mm) h x 2-5/16" (60 mm) d  
**Installation:** To remove concealed wall plate from back of flange and mounting bracket, loosen setscrew. Mount wall plate so prongs are at top; secure with two sheet-metal screws, furnished by manufacturer, at points indicated by an S. Engage mounting bracket onto prongs of wall plate, then secure into position by tightening setscrew at bottom of flange  
1 For partitlons with particle-board or other sold core, secure with sheet-metal screws furnished, or provide through-bolts, nuts, and washers  
For hollow-core metal partitlons, provide solid backing into which the furnished sheet-



United  
Services Inc.

· Electrical  
· Plumbing  
· A/C & Heating

Mailing Address: PO Box 12509  
Knoxville, TN 37912

Shipping Address:  
7358 Morton View Lane  
Powell, TN 37849

Fax: (865) 306 - 5655

Phone: (865) 281-0201

December 13, 2021

To: Ryan Davis  
From: Zack Buck  
TN LIC # 47699 Unlimited  
Expiration Date: 10/31/2021  
Classification: State of Tennessee Electrical Contractor (CE)  
Classification: State of Tennessee Mechanical Contractor (CMC)  
Subject: Morristown Park ADA Improvements  
Addenda:

Scope of Work: Furnish and Install Domestic Water and Sanitary Sewer to tie into existing inside of building, Plumbing Fixtures, Gas Piping, **Not Included Demo of Block, Concrete, Drains or Water Piping, Gravel, Hand Digging, Any Added Work that needs to be done besides installing offset flange will result in added cost**

**Add For Water Piping (PEX) Tying into existing inside of Restroom Area, Buildings Include #4, #2, #3 and moving toilet in #5**

**Pricing is only Good for 30 Days**

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**Plumbing Quote: \$ 7,965.00**  
**Plumbing Add Quote: \$ 7,480.00**

United Services Inc. (865) 281-0201  
Glen Holt Mechanical Estimator (865) 388-2446  
Zach Buck Plumbing Estimator (865) 771-9421

## Larry Clark

---

**From:** Ryan Davis <ryan@zdcontracting.com>  
**Sent:** Wednesday, February 9, 2022 10:39 AM  
**To:** Sean Guth  
**Cc:** Michael Black; Salvatore Plont; Larry Clark; Janet Plont  
**Subject:** Re: Change Order #1

I will implement your changes and get it out by tomorrow.

Thanks  
Ryan

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

**From:** Sean Guth <sguth@lose.design>  
**Sent:** Wednesday, February 9, 2022 9:20:56 AM  
**To:** Ryan Davis <ryan@zdcontracting.com>  
**Cc:** Michael Black <mblack@lose.design>; Salvatore Plont <sal@zdcontracting.com>; Larry Clark <lclark@mymorristown.com>; Janet Plont <janet@zdcontracting.com>  
**Subject:** Re: Change Order #1

Ryan & Salvatore - I wanted to follow back up on this. We need to get the language correct for council approval.

Thanks,



**Sean Guth, AIA, NCARB, LEED® AP**  
Vice President - Architecture  
**Lose Design**  
p: 615-242-0040 d: 615-767-5814  
a: 2809 Foster Avenue  
Nashville, TN 37210  
w: [www.lose.design](http://www.lose.design) e: [sguth@lose.design](mailto:sguth@lose.design)



**Sean Guth is a Principal - Architect of Lose Associates, PLLC.**

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On Fri, Feb 4, 2022 at 11:42 AM Sean Guth <sguth@lose.design> wrote:

Ryan - We have reviewed the language and made some notes on the attached pdf. Nothing changes from our call and understanding but the language needs to be adjusted so that Council will approve the change order. As we discussed on our call, there are provisions for delays outside ZD's control and the City has recognized supply chain issues. The City is good with the costs and current delay request and will consider additional delays when the time comes.

Also, the City of Morristown will be signing the CO, not Lose.

Thanks,



**Sean Guth, AIA, NCARB, LEED® AP**

*Vice President - Architecture*

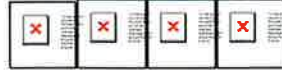
**Lose Design**

p: 615-242-0040 d: 615-767-5814

a: 2809 Foster Avenue

Nashville, TN 37210

w: [www.lose.design](http://www.lose.design) e: [sguth@lose.design](mailto:sguth@lose.design)



*Sean Guth is a Principal - Architect of Lose Associates, PLLC.*

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On Wed, Feb 2, 2022 at 4:39 PM Ryan Davis <[ryan@zdcontracting.com](mailto:ryan@zdcontracting.com)> wrote:

Greetings,

Per our conversation, we are proceeding with saw cutting, plumbing changes, and all other pending work in good faith. we are focusing on access to facilities within Lorino Park for the tournament scheduled for 03/19/22.

I am attaching a copy of the new change order as discussed. If you have any further issues or questions, or need any vergage changed, please feel free to reach out to me directly any time.

Thank you all for your time today, I appreciate all your time and consideration on this matter.

**Ryan Davis ZD Contracting inc.**

Project Manager [Ryan@ZDContracting.com](mailto:Ryan@ZDContracting.com)

Cell: 865-268-3354 | Office: 865-862-5425

3710 Neal Dr., Knoxville TN 37918 | [www.zdcontracting.com](http://www.zdcontracting.com)



## CONTRACT

(state revenue contract with a federal or Tennessee local or quasi-governmental entity)

<b>Begin Date</b> February 15, 2022	<b>End Date</b> December 31, 2028	<b>Agency Tracking #</b> 34901-01379	<b>Edison ID</b> 72954
<b>Procuring Party Legal Entity Name</b> City of Morristown, Tennessee			<b>Procuring Party Registration ID</b> 0000004108
<b>Service Caption</b> Participation in the Tennessee Advanced Communications Network (TACN)			
<b>Agency Contact &amp; Telephone #</b> Peter Rogers – Wireless Communications Director Tennessee Advanced Communications Network (TACN) 225 Ezell Pike Nashville, TN 37217 Telephone: 615-365-1620 or 615-584-2110 <a href="mailto:Peter.Rogers@tn.gov">Peter.Rogers@tn.gov</a> .		OCR USE - RV	



**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
AND  
CITY OF MORRISTOWN**

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the 'State' and City of Morristown, hereinafter referred to as the "Procuring Party," is for the provision of participation in the Tennessee Advanced Communications Network, as further defined in the "SCOPE OF SERVICES."

**A. SCOPE OF SERVICES:**

- A.1. The TACN is a P25 Standards Based system constructed by Motorola. It consists of radio communications sites utilizing the VHF High Band, 700MHz and 800MHz frequencies. Master Sites are located diversely throughout the State. Microwave links between the Master Sites and the radio sites utilize redundant methods for a Public Safety grade of service. The TACN extends throughout the State of Tennessee.
- A.2. Radio communications on the TACN will comply with regulations of the Federal Communications Commission ("FCC"), specifically applicable provisions within Part 90 (47 Code of Federal Regulations, Chapter 1 of the 10-1-98 Edition).
- A.3. The TACN will be overseen by the State's Director of Wireless Communications.
- A.4. The Procuring Party shall be authorized to participate in the TACN. The TACN has features that will enable the Procuring Party to establish restricted "talk groups" (TGs) for local events without interrupting on-going regional communications, thereby facilitating improved response by Emergency Service Entities ("ESEs") and enhancing public safety.
- A.5. The Procuring Party shall purchase all equipment necessary to provide TACN communications within the Procuring Party's service area in conjunction with the equipment already in place by the State. All such equipment shall be compatible with the TACN.
- A.6. The equipment listed under this section shall fall under manufacturer's warranty for one (1) year after acceptance by the Procuring Party. The Procuring Party shall notify the State of the date of its acceptance of the equipment, in writing, no later than one (1) business day after acceptance of the equipment. After the one (1) year manufacturer's warranty has ended, upon approval of an amendment to Edison Contract #40169, the equipment will be covered under Edison Contract #40169, which provides maintenance and upgrade coverage to the following hardware:
  - a. RF and Router equipment;
  - b. Simulcast controllers and voters;
  - c. Microwave radio and associated equipment;
  - d. MOSCAD Fault Management; and
  - e. Upgrades to the MCC7500 Consoles.
- A.7. The Procuring Party shall be responsible for the following:
  - a. Any real estate, towers, and buildings owned by the Procuring Party;
  - b. Maintenance to the MCC7500 Consoles and control stations, along with all subscriber radios;
  - c. Fire Station and Alerting System;
  - d. All RF and Microwave antennas and feed lines; and
  - e. All Civil equipment such as UPS, Generators, and Tower lights.

A.8. Public Safety Priority.

- a. If, for purposes of public safety, at any time, in the discretion of the State's Director of Wireless Communications in consultation with the Procuring Party's Point of Contact (POC) identified in Section C.1.d., it is determined that it is necessary to adjust, restrict, or interrupt, participation in the TACN sites outside of the Procuring Party's service area by Procuring Party, the State's Director of Wireless Communications may take such actions deemed appropriate and necessary.
- b. The State's Director of Wireless Communications shall endeavor to provide reasonable advance notice to the Procuring Party prior to making any change, depending on the circumstances, and shall restore the Procuring Party's participation in the TACN sites outside of the Procuring Party's service area at the earliest opportunity.
- c. The priority of participation in the TACN shall be highest for public safety, as represented by the interests of the State, with the next highest priority for participants that are ESEs, and the following priority is for participants that are public entities such as, but not limited to, Departments of Education, Road Departments, and then Non-Governmental Agencies ("NGOs").
- d. The public safety standard for airtime availability ("the Standard") shall be adhered to, as may be defined from time to time by the State's Director of Wireless Communications to promote balanced utilization of the TACN.
- e. No user may adversely affect the total daily capacity or availability of the TACN except in emergency situations and with notification to the State's Director of Wireless Communications.

A.9. Airtime Availability and Limitations.

- a. Mutual cooperation between the Procuring Party and the State will be required so that sufficient airtime availability will be assured for all participants.
- b. The State cannot guarantee airtime due to reasons that include, but are not limited to, equipment failure or maintenance requirements.
- c. The State's Director of Wireless Communications shall make reasonable efforts to minimize any interruption and to maximize airtime availability consistent with the limitations of the TACN.
- d. The State's Director of Wireless Communications shall schedule maintenance, when feasible, during non-peak hours, and make reasonable efforts to notify the Procuring Party prior to any shutdown that may affect the standard.

A.10. Equipment Approval.

- a. Any subscriber infrastructure equipment, as defined by the State's Director of Wireless Communications from time to time, must be approved as to TACN compatibility by the State's Director of Wireless Communications prior to being authorized for purchase.
- b. Failure to comply with Section A.2. of this Contract may result in the removal of the Procuring Party's radio(s) from having transmitting capability in the TACN.
- c. The State's Director of Wireless Communications agrees to act as an advisor to the Procuring Party for the purpose of preparing specifications for procuring infrastructure equipment to be used by the Procuring Party, and to assist in evaluating proposals received in response to solicitations.
- d. If this Contract provides for the reimbursement by the State to the Procuring Party of the cost of goods, materials, supplies, equipment, or contracted services, such

procurements shall be made on a competitive basis, where practical. The State and the Procuring Party shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that the use of a competitive procurement was not practical, documentation shall include a written justification, approved by the State's Director of Wireless Communications, for such decision and non-competitive procurement.

A.11. No Warranty or Promise of Performance of the TACN.

The State does not offer any warranty of the TACN, TACN quality, reliability, or level of performance, express or implied, or make to the Procuring Party any promise that the TACN will perform as intended, desired, or specified. The Procuring Party understands and agrees to accept service and participation in the TACN subject to awareness of this limitation and assumes all related risks.

A.12. Notice of Changes to the TACN.

The State's Director of Wireless Communications shall provide advance notice and information to the Procuring Party prior to making any major changes to the TACN that may adversely affect its operation.

A.13. TACN Maintenance.

- a. The State's Director of Wireless Communications shall have exclusive authority to provide TACN maintenance on State of Tennessee sites.
- b. The State's Director of Wireless Communications may provide TACN maintenance through direct support and/or through support agreements overseen by the State's Director of Wireless Communications, which agreements may be with partners in the TACN, State agencies, and/or private entities.

A.14. Upon completion of this Contract, the responsibility for providing maintenance, repairs and upgrades on all equipment listed under Sections A.6. and A.7., shall revert back to its respective owners.

A.15. Unless otherwise agreed, the State shall not take ownership of the Procuring Party-owned equipment.

**B. TERM OF CONTRACT:**

This Contract shall be effective on February 15, 2022 ("Effective Date"), and extend for a period of Eighty-Two (82) months and Seventeen (17) Days after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1 In consideration of products and services provided hereunder by the State, the State may charge and collect from the Procuring Party, the appropriate fees as specified below:

Service Description	Amount (per compensable increment)
User Fee per Radio (See section A.5.)	\$200.00 per radio per year

- a. Fees will be waived subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State may charge the fees noted above. In the event fees are to be charged, no fees will be charged if radios are programmed for, and so long as radios stayed programmed for,

Mutual Aid Talk Groups as those are defined and determined by the State's Director of Wireless Communications.

- b. This provision does not apply if fees are waived. If fees are to be charged, the State shall notify the Procuring Party and the Procuring Party will have up to twelve (12) months to make the necessary arrangements regarding budgeting. The State must be in receipt of these fees annually, no later than July 1st of each year. Failure to pay the fees may result in cancellation of this Contract. A pro-rated portion may be acceptable depending on the date of the Procuring Party's acceptance of the equipment as noted in Section A.6. Any pro-rated portion shall be calculated based upon the number of months remaining in the state fiscal year. For example, if the Procuring Party accepts equipment in April of a year and has one (1) radio, there are three (3) months remaining in the fiscal year, so the pro-rated portion would be  $\$50.01$  ( $\$200.00$  (1 radio)  $\div$  12 =  $\$16.67 \times 3$ ). The Procuring Party may pay in full, for all years or remaining years of the Contract, if agreed to by the State. If full payment is made, the other requirements of this Section regarding reports and payment audits shall still be followed. All fees will be received by the State's Fiscal Director at:

Tennessee Department of Safety and Homeland Security  
Cashier's Office  
1150 Foster Avenue  
Nashville, TN 37243

- c. This provision does not apply if fees are waived. If fees are to be charged, the State will provide a detailed report of all radio user fees incurred by the Procuring Party during the fiscal year such that the Procuring Party can effectively audit and reconcile all payments made under this Contract with fees processed to ensure that the State's reports match the Procuring Party's reports. This report must include the transaction number, requesting agency, services rendered, fees collected or disbursed, dates of processing, and any other information requested by the Procuring Party.
- d. The below-named person shall act as the Point of Contact (POC) for issues related to the Procuring Party's participation in the TACN (i.e., radios, channels, talk groups, operations, etc.). The Procuring Party's contact named in Section E.2. is typically a city or county official, as applicable. In the event fees are to be charged, all reports and invoices shall be submitted to the below-named person at the address below:

David W. Purkey  
c/o City of Morristown, Mayor's Office  
P.O. Box 1499  
Morristown, TN 37816  
Office Telephone #: 423-714-9189  
Email Address: dpurkey@mymorristown.co

- e. This provision does not apply if fees are waived. If fees are to be charged, the Procuring Party agrees to make good faith efforts to resolve any payment audit findings on the basis of audits conducted in accordance with the terms of this Contract. Should any such findings be substantiated, the State agrees to adjust the following month's invoice to correct the discrepancy.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract 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).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract

and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (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).

- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged

by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-408.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.18. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient



confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Peter Rogers – Wireless Communications Director  
Tennessee Department of Safety and Homeland Security  
225 Ezell Pike  
Nashville, TN  
Email Address: Peter.Rogers@tn.gov  
Telephone #: 615-365-1620; 615-584-2110

The Procuring Party:

Gary Chesney – Mayor  
City of Morristown  
P.O. Box 1499  
Morristown, TN 37816  
Email Address: gchesney@mymorristown.com  
Telephone #: 423-581-0100

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

- E.3. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party’s temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.

**IN WITNESS WHEREOF,  
CITY OF MORRISTOWN:**

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**PROCURING PARTY SIGNATURE** **DATE**

---

**PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)**  
**TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

---

**JEFF LONG, COMMISSIONER** **DATE**



**LDA ENGINEERING**

February 8, 2022

Mr. Larry Clark  
Assistant City Administrator  
City of Morristown  
P.O. Box 1499  
Morristown, TN 37816-1499

Reference: North Cumberland Street Improvements

Mr. Clark:

Attached is Change Order No.1 (FINAL) for the referenced project. This Change Order is to close out the project. The Change Order deleted two items not used in the project and the contract times.

Please present this to City Council on the February 15<sup>th</sup> for action.

Contact me if you have any questions.

Sincerely,

Steve Drummer, P.E.  
Senior Civil Engineer

**CHANGE ORDER**

No. 1 (FINAL)

DATE OF ISSUANCE <u>February 8, 2022</u>	EFFECTIVE DATE <u>February 15, 2022</u>
OWNER <b>City of Morristown</b>	
CONTRACTOR <b>Junior Hommel Excavating</b>	
Contract: <b>City of Morristown – North Cumberland Street Improvements</b>	
Project: <b>North Cumberland Street Improvements</b>	
OWNER's Contract No. _____	ENGINEER's Contract No. <b>MRC034</b>
ENGINEER <b>LDA Engineering</b>	

You are directed to make the following changes in the Contract Documents.  
 Description: Delete Items not used in construction: Item # 12 Miscellaneous Concrete and Item # 13 Miscellaneous Stone  
 Change in contract time to allow for establishment of grass cove on graded areas.  
 Reason for Change Order: Items not used in construction  
 Add time to allow for establishment of grass cove on graded areas.  
 Attachments: (List documents supporting change) N/A

<b>CHANGE IN CONTRACT PRICE:</b>	
Original Contract Price	
\$ <u>157,667.00</u>	
Net Increase (decrease) from previous Change Orders No. <u>0</u> to No. <u>1</u>	
\$ <u>0</u>	
Contract Price prior to this Change Order	
\$ <u>157,667.00</u>	
Net Increase (decrease) of this Change Order	
\$ <u>(3,250.00)</u>	
Contract Price with all approved Change Orders	
\$ <u>154,417.00</u>	

<b>CHANGE IN CONTRACT TIMES:</b>	
Original Contract Times:	
Substantial Completion: <u>120</u>	
Ready for final payment: <u>150</u>	(days or dates)
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> :	
Substantial Completion: <u>0</u>	
Ready for final payment: <u>0</u>	(days)
Contract Times prior to this Change Order	
Substantial Completion: <u>120</u>	
Ready for final payment: <u>150</u>	(days or dates)
Net Increase (decrease) of this Change Order	
Substantial Completion: <u>106</u>	
Ready for final payment: <u>76</u>	(days)
Contract Times with all approved Change Orders	
Substantial Completion: <u>226</u>	
Ready for final payment: <u>226</u>	(days or dates)

RECOMMENDED:  
 BY:   
 ENGINEER (Authorized Signature)  
 DATE: 2/8/2022

APPROVED:  
 BY: \_\_\_\_\_  
 OWNER (Authorized Signature)  
 DATE: \_\_\_\_\_

ACCEPTED:  
 BY: \_\_\_\_\_  
 CONTRACTOR (Authorized Signature)  
 DATE: \_\_\_\_\_

**MRC034**

00640 - 1

EJDCD No.1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specification.



Purchase Order

Fiscal Year 2022 Page 1 of 1

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

Purchase Order Number 22001710

Purchase Order Date 02/10/2022

Department 41610

Bill To
CITY OF MORRISTOWN
PURCHASING DIRECTOR
100 West 1st N Street
Morristown, TN 37814
Phone: (423) 585-4622
Fax: (423) 585-4687

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

Retain this purchase order for proof of tax exemption.
Tax Exempt #62-6000369

Vendor
PELLA WINDOW & DOOR OF TN INC
505 CARDEN JENNINGS LANE
STE. 200
KNOXVILLE, TN 37932

Table with 5 columns: VENDOR PHONE NUMBER, VENDOR EMAIL, VENDOR NUMBER, REQUISITION NUMBER, DELIVERY REFERENCE. Row 1: 865-966-9951 Ext 333, 1739, 22002209, GARY BLIZZARD

Table with 6 columns: ITEM #, DESCRIPTION, QUANTITY, UOM, UNIT PRICE, EXTENDED PRICE. Rows 1-3 detailing window replacement and labor fees.

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

Remit invoices to accountspayable@mymorristown.com

Authorized Signature Date

Authorized Signature Date

Purchase Order Total \$18,011.06

Return to Agenda



# Contract - Detailed

Pella Window and Door Showroom of Atlanta  
4772 Ashford Dunwoody Road Suite 300  
Atlanta, GA 30338-5553  
Phone: (770) 804-0606 Fax: (770) 804-1181

Sales Rep Name: Brower, Rhonda  
Sales Rep Phone: 770-962-0555  
Sales Rep Fax:  
Sales Rep E-Mail: rbrower@pellasoutheast.com

Customer Information	Project/Delivery Address	Order Information
<b>City of Morristown City Center</b> 100 W. First North Street  MORRISTOWN, TN 37813 <b>Primary Phone:</b> (423) 585-4607 <b>Mobile Phone:</b> <b>Fax Number:</b> (423) 586-1205 <b>E-Mail:</b> <b>Contact Name:</b>  <b>Great Plains #:</b> 5049983 <b>Customer Number:</b> <b>Customer Account:</b>	<b>City of Morristown - City Center 211029-002449</b>  <b>Lot #</b> , <b>County:</b> <b>Owner Name:</b> City of Morristown City Center <b>Owner Phone:</b> (423) 585-4607	<b>Quote Name:</b> 337S Pella Parts & Repair Quote  <b>Order Number:</b> 337 <b>Quote Number:</b> <b>14807251</b> <b>Order Type:</b> Service <b>Wall Depth:</b> <b>Payment Terms:</b> Net 30 Days <b>Tax Code:</b> EXEMPT <b>Cust Delivery Date:</b> None <b>Quoted Date:</b> 11/8/2021 <b>Contracted Date:</b> <b>Booked Date:</b> <b>Customer PO #:</b>

Customer Notes: This quote is provided as follow up to the service appointment on 1/13/21.

If you would like to go ahead with this order, please contact me at 1-800-668-7355 ext 223 or my direct line 678-638-1427

Prepayment for the parts is required. We take MC, Visa or AMEX. You can also mail in a check.  
Mail checks to: 2605 N. Berkeley Lake Rd. Suite 400, Duluth GA 30096 and include the quote number.

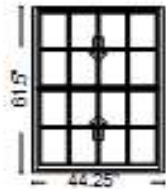
If you do want to place the order, it is not necessary to sign and return the quote, but a simple response to my email is required if you prefer that instead of signing the quote.

Let me know if you have any questions. Quote good for 30 days.

Rhonda Brower  
Pella Window & Door Customer Service  
1-800-668-7355 ext 223, Direct 678-638-1427  
rbrower@pellasoutheast.com

Line #	Location:	Attributes
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10



Viewed From Exterior

PK #  
2106

**Replacement: Sash Only. Architect, Traditional, Double Hung, 44.25 X 61.5, White**

Item Price	Qty	Ext'd Price
\$1,327.34	6	\$7,964.04

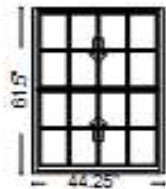
1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal  
 Frame Size: 44 1/4 X 61 1/2  
 General Information: Standard, Clad, Pine, 5", 3 11/16"  
 Service: Sash Only, Jan 1995 - Dec 2004, Upper Sash, Prep For 2 Locks  
 Exterior Color / Finish: Painted, Standard Enduraclad, White  
 Interior Color / Finish: Unfinished Interior  
 Sash / Panel: Ogee, Ogee, Standard  
 Glass: Insulated Dual Low-E Standard Argon Non High Altitude  
 Grille: ILT, No Custom Grille, 7/8", Traditional (4W2H / 4W2H), Ogee, Ogee  
 Wrapping Information: Perimeter Length = 212", Glazing Pressure = 60.

**Rough Opening:** 45" X 62.25"

Customer Notes: Includes sash quoted in November, 2nd floor, & South facing office. are locations given by tech.

Line #	Location:	Attributes
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15



Viewed From Exterior

PK #  
2106

**Replacement: Sash Only. Architect, Traditional, Double Hung, 44.25 X 61.5, White**

Item Price	Qty	Ext'd Price
\$1,327.34	5	\$6,636.70

1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal  
 Frame Size: 44 1/4 X 61 1/2  
 General Information: Standard, Clad, Pine, 5", 3 11/16"  
 Service: Sash Only, Jan 1995 - Dec 2004, Lower Sash, Prep For 2 Locks, No Pilot Holes For Sash Lift  
 Exterior Color / Finish: Painted, Standard Enduraclad, White  
 Interior Color / Finish: Unfinished Interior  
 Sash / Panel: Ogee, Ogee, Standard  
 Glass: Insulated Dual Low-E Standard Argon Non High Altitude  
 Grille: ILT, No Custom Grille, 7/8", Traditional (4W2H / 4W2H), Ogee, Ogee  
 Wrapping Information: Perimeter Length = 212", Glazing Pressure = 60.

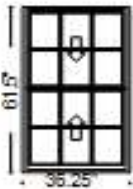
**Rough Opening:** 45" X 62.25"

Customer Notes: South Facing office



Line #	Location:	Attributes
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20		<b>Replacement: Sash Only. Architect, Traditional, Double Hung, 36.25 X 61.5, White</b>	<u>Item Price</u>	<u>Qty</u>	<u>Ext'd Price</u>
			\$1,180.16	1	\$1,180.16



PK #  
2106

Viewed From Exterior

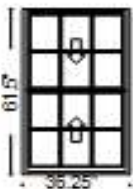
1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal  
 Frame Size: 36 1/4 X 61 1/2  
 General Information: Standard, Clad, Pine, 5", 3 11/16"  
 Service: Sash Only, Jan 1995 - Dec 2004, Lower Sash, Prep For 1 Lock, No Pilot Holes For Sash Lift  
 Exterior Color / Finish: Painted, Standard Enduraclad, White  
 Interior Color / Finish: Unfinished Interior  
 Sash / Panel: Ogee, Ogee, Standard  
 Glass: Insulated Dual Low-E Standard Argon Non High Altitude  
 Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Ogee, Ogee  
 Wrapping Information: Perimeter Length = 196", Glazing Pressure = 75.

**Rough Opening:** 37" X 62.25"

Customer Notes: South Facing office

Line #	Location:	Attributes
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25		<b>Replacement: Sash Only. Architect, Traditional, Double Hung, 36.25 X 61.5, White</b>	<u>Item Price</u>	<u>Qty</u>	<u>Ext'd Price</u>
			\$1,180.16	1	\$1,180.16



PK #  
2106

Viewed From Exterior

1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal  
 Frame Size: 36 1/4 X 61 1/2  
 General Information: Standard, Clad, Pine, 5", 3 11/16"  
 Service: Sash Only, Jan 1995 - Dec 2004, Upper Sash, Prep For 1 Lock  
 Exterior Color / Finish: Painted, Standard Enduraclad, White  
 Interior Color / Finish: Unfinished Interior  
 Sash / Panel: Ogee, Ogee, Standard  
 Glass: Insulated Dual Low-E Standard Argon Non High Altitude  
 Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Ogee, Ogee  
 Wrapping Information: Perimeter Length = 196", Glazing Pressure = 75.

**Rough Opening:** 37" X 62.25"

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
30	None Assigned	<b>5001B - LABOR FEE</b>	\$175.00	6	\$1,050.00

## Thank You For Purchasing Pella® Products

### PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

**INSYNCTIVE PRODUCTS:** In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](https://www.pella.com). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

**Notice of Collection of Personal Information:** We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

### ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to [pellawebsupport@pella.com](mailto:pellawebsupport@pella.com), with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit [www.pella.com/arbitration](http://www.pella.com/arbitration) or e-mail to [pellawebsupport@pella.com](mailto:pellawebsupport@pella.com), with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

### Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

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Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to [www.pella.com/performance](http://www.pella.com/performance).

PRICES ARE VALID FOR 30 DAYS EXCLUDING SPECIAL PROMOTIONAL OFFERS.

Pella Window & Door Company of Tennessee, Inc.

Because these windows are made especially for you, the customer, cancellations and/or changes are not possible after this quote is signed by you. This agreement becomes a binding contract only upon review and acceptance by an authorized Pella Southeast representative. All promises of shipment are estimated as closely as possible and our best efforts will be used in every case to ship within the time promised, but there is no guarantee to do so. Seller shall not be liable for any direct, indirect or consequential damage or loss caused by delay in shipment. The customer represents that they have reviewed the local building ordinances and that the material ordered complies with those ordinances. The customer also represents that they alone are liable for any discrepancies, errors or omissions whether or not the product is for their own use or acting on behalf of an end user. The terms and conditions of this contract will be governed by the laws of the state of Tennessee. I have read and agree to the terms of this contract.

Open account payments are due 30 days from invoice date. A 1.5% monthly service charge will be added to all past due accounts. In the event that any account is placed with a third party for collection, I/we agree to pay all costs including attorney fees in an amount of not less than 25%.

Authorization is given herewith for purchases and deliveries to be made without signature by officer, partner, principal or owner. The terms and conditions of this agreement will be governed by the laws of the State of Tennessee, and it is further agreed that the courts of Knox County, Tennessee shall have venue and jurisdiction.

COVID-19: The customer acknowledges that the receipt of any services or products provided by any employees, contractors or affiliates of Pella Window & Door of Tennessee, Inc. ("PWDT") carries with it certain inherent risks related to the spread and contraction of an infectious illness or disease, including Covid-19, that cannot be eliminated, regardless of the care taken to avoid injuries. By signing this contract, you agree to allow our team to complete the project in a timely manner and make payment per the terms stated in our contract.

IF INSTALLED SALES:

Please verify the age of the home : \_\_\_\_\_

Customer signature: \_\_\_\_\_

If PRE 1978, the dwelling will need to be tested for Lead Paint in accordance with the EPA's Lead RRP rule.

SERVICE: To receive service for your products, please visit [www.pellasoutheast.com](http://www.pellasoutheast.com) and fill out a Service Request form.

Sales tax is calculated at the time of delivery & subject to change dependent upon state/county changes.

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AUTHORIZATION TO USE PHOTOGRAPHS AND/OR PROJECT DETAILS

I / We hereby authorize Pella Window and Door of Tennessee, Inc ("PWDT"). and affiliates to use, reproduce, and/or publish photographs and/or video that may pertain to me and my project, including materials described below, without compensation. I / We understand that this material may be used in various communications (e.g. Website, e-newsletters, promotional materials, etc.).

Consequently, PWDT may publish materials, photographs, and/or make reference to the project in a manner that the PWDT or project sponsor deems appropriate.

Description of Material(s):

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Opt-in:  Yes  No

Initial: \_\_\_\_\_



Project Checklist has been reviewed

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

Credit Card Approval Signature

Order Totals	
Taxable Subtotal	\$16,961.06
Sales Tax @ 0%	\$0.00
Non-taxable Subtotal	\$1,050.00
Total	\$18,011.06
Deposit Received	\$0.00
Amount Due	\$18,011.06

**EVERY SEASON STARTS AT**



## Sponsorship Agreement

City of Morristown  
Anthony Cox, City Administrator  
100 W 1st North St  
Morristown, Tennessee 37814  
423-585-4610

2/10/2022

Dear Anthony Cox,

Thank you for taking the time to discuss the opportunity for sponsorship. Based on our conversations and what you stated was important to you, we are pleased to enter into this Sponsorship Agreement (“Agreement”) between DICK’S Sporting Goods, Inc. (“DSG” or “Sponsor”) on behalf of itself and its affiliates and City of Morristown (“Organization”). With the intention of being legally bound, we agree as follows:

**DSG shall provide City of Morristown with the following:**

<b>Gift Card — Equipment Room</b>			<b>\$1,500.00</b>
Quantity	Value	Total	
3	\$500.00	\$1,500.00	

**In-Store Shop Day** **N/A**

Shopping Day(s) for Organization's participants, coaches and families on the following date(s):

Store	Date
Morristown - Spring	TBD
Morristown - Fall	TBD
Morristown -Winter	TBD

**Total Sponsorship Package Value** **\$1,500.00**

## Organization shall provide DSG with the following:

- 1. DSG Logo with link to electronic team packet coupons on Organization’s website. Your DICK'S Sporting Goods CMM will send you a coupon link to post at a later date.
- 2. Distribution of DSG electronic coupon in Organization's email communications at least 4 times during the Term
- 3. Promotion of Organization’s In-Store Shop Day at DSG through Organization’s email blasts, website and flyer distribution

## Term

The term of this Agreement shall begin on Thursday, February 10, 2022 and remain in effect until Saturday, December 31, 2022 (“Term”).

## Acceptance and Additional Terms and Conditions

The complete terms and conditions applicable to this sponsorship are set forth on the next page and form an integral part of this Agreement. If during the Term, Sponsor and Organization agree to add new sponsorship elements or Organization responsibilities or change the sponsorship elements or Organization responsibilities contemplated by this Agreement, the parties agree that they must do so in writing, with e-mail acceptable, and that these same terms and conditions shall govern all such new or changed sponsorship elements or Organization responsibilities.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

## Terms and Conditions of Sponsorship Agreement

1. During the Term, Sponsor grants Organization the limited, non-exclusive, non-transferrable, non-sub-licensable right to use Sponsor’s name, brand and logo solely to advertise the Sponsor’s sponsorship rights as set forth above, subject to Sponsor’s prior written approval of any and all use of Sponsor’s name, brand and logo. Organization agrees that any use of Sponsor’s name, brand or logo shall be in accordance with the sample provided on Exhibit A and Sponsor’s Brand Use Guidelines provided from time to time. Except for this limited license granted to Organization, Sponsor retains all right, title and interest in and to the Sponsor’s name, brand and logo.
2. During the Term, Organization grants Sponsor the limited, non-exclusive, non-transferrable, non-sub-licensable right to use Organization’s name, brand and logo to advertise Sponsor’s sponsorship rights and relationship with Organization and Organization’s achievements generally so long as Sponsor has such use approved by Little League Baseball, Incorporated. Except for this limited license granted to Sponsor, Organization retains all right, title and interest in and to the Organization’s name, brand and logo. Organization gives Sponsor the right to take photographs of Organization’s events and participants and use those photographs in any media. Organization also agrees to provide Sponsor, at Sponsor’s request, with photos of the Organization’s events and participants for Sponsor’s use in any media, to the extent the Organization has obtained the necessary consents from such participants. If the Organization has not obtained the necessary consents, the Organization shall notify Sponsor in writing, and any use of such photos will be subject to Sponsor obtaining the necessary consents directly from the participants. Organization agrees to facilitate and provide reasonable assistance to Sponsor in obtaining the required consents from participants.
3. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.
4. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any loss of business or profit, or to any indirect, punitive or consequential damages or losses.
5. To the fullest extent permitted by law and to the extent arising from or relating to, directly or indirectly, the subject matter of this Agreement, Organization shall defend, indemnify and hold harmless Sponsor and its affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys’ fees, and liabilities of any nature whatsoever, whether known or

unknown (collectively “Losses”) arising from or relating to: (i) any Organization event; (ii) any negligent act, omission or misconduct of Organization, its employees, members or agents; (iii) the violation of any intellectual property rights of third parties by Organization or its affiliates; (iv) the violation by Organization of any governmental laws, rules, or regulations; or (v) a breach of this Agreement or any representations or warranties in this Agreement by Organization. Notwithstanding the foregoing, Organization shall not be liable to the extent any Losses arise out of any material, equipment or products provided by Sponsor pursuant to this Agreement, or any negligent act, omission or misconduct of Sponsor.

6. To the fullest extent permitted by law and to the extent arising from or relating to the subject matter of this Agreement, Sponsor shall defend, indemnify and hold harmless the Organization from and against any and all Losses arising from or relating to: (i) any material, equipment or products provided by Sponsor pursuant to this Agreement, (ii) any negligent act, omission or misconduct of Sponsor, its employees or agents; (iii) the violation by Sponsor of any governmental laws, rules, or regulations; or (iii) a breach of this Agreement. Notwithstanding the foregoing, Organization shall not be liable to the extent any Losses arise out of any negligent act, omission or misconduct of Organization.
7. Organization shall treat as confidential any information, whether disclosed in oral, written, visual, electronic or other form, which Sponsor or any of its affiliates or agents discloses to Organization or Organization observes in connection with this Agreement. Sponsor’s confidential information includes, but is not limited to, the terms and conditions of this Agreement, the value of the sponsorship, marketing plans, new store locations, strategies, forecasts, analyses, projects, and employee, customer or vendor information. Organization’s obligations under this paragraph shall survive the termination or other expiration of this Agreement.
8. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement shall be governed by the laws of Delaware, without regard to its conflicts of law provisions, and any suit or action under this Agreement shall be filed in a court of competent jurisdiction in Allegheny County, Pennsylvania, and the parties hereby consent to the exclusive personal jurisdiction and venue of such courts.

## Exhibit A

### DSG Name/Logo

# EVERY SEASON STARTS AT



**SPORTING GOODS®**

**EVERY SEASON STARTS AT**



All references to DICK'S Sporting Goods, Inc. in print when not using the logo, should include the full capitalization of DICK'S as in the following example: DICK'S Sporting Goods.

### **Exhibit C - Sponsor's Competitors**

#### Retailers

- Academy, Ltd.
- Amazon, Ltd.
- BPS Direct, L.L. C. (e.g. Bass Pro Shops, Cabela's)
- Big 5 Sporting Goods Corporation
- Camping World Holdings, Inc. (e.g. Gander Mountain Company)
- Canadian Tire Corporation, Limited and FGL Sports Ltd. (e.g., Sport Chek, Hockey Experts, Sports Experts, National Sports, Intersport, Pro Hockey Life and Atmosphere)
- City Sports, Inc.
- Decathlon USA LLC
- Dunham's Athleisure Corporation (Dunham's Sports)
- Fanatics, Inc., FansEdge, and Fanatics Authentic
- Foot Locker, Inc. (e.g., Foot Locker, Lady Foot Locker, Kids Foot Locker, Footaction, Champs Sports, Eastbay and CCS)
- Gap, Inc. dba Athleta
- Golf & Tennis Pro Shop, Inc. (PGA Superstores)
- Henry Modell & Company, Inc. (Modell's)

- Hibbett Sports, Inc.
- L.L. Bean, Inc.
- lululemon athletica Canada, Inc.
- Michigan Sporting Goods Distributors Inc. (MC Sports)
- OSC Sports, Inc. (Olympia Sports)
- Recreational Equipment, Inc. (REI)
- Scheels All Sports, Inc.
- Sports Direct International plc
- Sportsman's Warehouse, Inc.
- Target Corporation
- The Finish Line, Inc.
- UFA Co-operative Limited (e.g., Wholesale Sports Outdoor Outfitters)
- Varsity Brands, Inc. (e.g., BSN Sports)
- Versa Capital Management, LLC (Vestis Retail Group, LLC, Bob's Stores, Eastern Mountain Sports, Inc. (EMS), Sports Chalet, Inc.)
- Wal-Mart Stores, Inc.
- Worldwide Golf Enterprises, Inc. (e.g, Roger Dunn Golf Shops, The Golf Mart, Van's Golf Shop, Golfer's Warehouse, Edwin Watts Golf Shops, Uinta Golf, Worldwide Golf Shops)

#### Team Dealers

- Eurosport
- BSN Sports
- Sports Endeavors (Soccer.com)
- Squad Locker

#### Sports Software Providers

- 805 Stats
- Active Network, including, but not limited to, eteamz, TeamPages and LeagueOne
- Beamax Ltd. (Teamer)
- Demosphere
- Global Payments Inc.
- Got Soccer
- GroupMe
- League Apps
- Max Preps (CBS Interactive)
- PitchKount
- Remind101, Inc. (Remind)
- Score Stream
- Shutterfly
- SPay, Inc. d/b/a Stack Sports, limited to scoring and team management apps, including specifically, Pointstreak Sports Technologies, Inc. and Saucer Technologies Group, Ltd. d/b/a Goal Line Sports Administration Systems
- Sportion Media Group AB (Heja)
- Sports Illustrated (SI) Play, including, but not limited to, League Athletics, Sports Signup and iScore
- Sports Engine, including but not limited to Kyck, Rally Up, and Team Unify
- SportsSignup Play
- Team App
- Team Snap
- Teamstuff Pty Ltd.

This list includes, with respect to each entity listed above (A) its successors and assigns (whether by sale, merger, consolidation, name change, or otherwise), (B) any entity that controls, is under common control with or is controlled by such entity, and (C) any division, affiliate, business unit, subsidiary or franchisee of such entity or of any entity covered by the foregoing clauses (A) and (B).

**IN WITNESS WHEREOF**, the parties hereto have executed this Sponsorship Agreement as of the Effective Date set forth below.

**DICK'S Sporting Goods, Inc.**

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

**Name:** Brian Johnson

**Title:** CMM

**City of Morristown**

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

**Name:** Anthony Cox

**Title:** City Administrator

**Date:** \_\_\_\_\_



**ADDENDUM AND FIRST EXTENSION TO THE AGREEMENT FOR AUDIT  
BETWEEN THE CITY OF MORRISTOWN AND BROWN, EDWARDS &  
COMPANY, LLC**

This Addendum and First Extension (“Addendum”) to the previously executed Agreement for Audit Between The City of Morristown and Brown, Edwards & Company, LLC (“Contract”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”) and **BROWN, EDWARDS & COMPANY, LLC** (“BROWN EDWARDS”).

**WITNESSETH**

Whereas, the City and Brown Edwards entered into an Agreement for Audit on or about January 31, 2019; and

Whereas, the term of this Contract was for a three (3) year term, with the City reserving the right to extend the term of the Contract for three (3) additional one (1) year terms; and

Whereas, the City has determined that it does wish to exercise this right to extend the Contract for a one (1) year term, effectively extending the current Agreement to include the completion of the annual audit of the City’s Comprehensive Annual Financial Report for the fiscal year ending 2022.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

1. The City does exercise its right to elect to extend the current term of the Agreement for an additional one (1) year. This extension does effectively retain Brown Edwards to complete the annual audit of the City’s Annual Comprehensive Financial Report for the fiscal year ending 2022.
2. The parties have agreed that the fees for the audit services for the City’s 2022 fiscal year shall be sixty-two thousand one hundred and fifty dollars (\$62,150.00).
3. All other terms and conditions contained in the Agreement for Audit shall remain in full force and effect.
4. It is noted that for notification purposes, Brown Edwards address has changed to 433 E. Center Street, Suite 101, Kingsport, Tennessee 37660.

Witness the day and year first above written.

**City of Morristown, Tennessee**

**Brown, Edwards & Company, LLC**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

# The City of Morristown

Morristown Police Department



## MEMORANDUM

To: Mayor Gary Chesney  
City Council

From: Chief Roger <sup>RDO</sup> D. Overholt

Date: February 9, 2022

Re: Entry Level Patrol Officers

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I am requesting to hire two entry-level officers at the February 15<sup>th</sup> council meeting to backfill vacancies. Attached is the current civil service roster of eligible candidates.

Thank you,

RDO/aw

# CIVIL SERVICE BOARD

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P O BOX 1499 \* MORRISTOWN, TN 37816

## POLICE DEPARTMENT ENTRY LEVEL ROSTER

Revised on February 8, 2022 to Reflect Recent **Testing, Hiring** and/or Corrections

	RANK AND NAME	EXPIRES
1	Millie Ross	10/31/2022
2	Joshua Sheaf	2/8/2023
3	Joseph Dinwiddie	10/31/2022
4	Mike Marecic	2/8/2023
5	Terry Henry	2/8/2023
6	Matthew Hopson	10/31/2022
7	Pedro Rojas	10/31/2022
8	Brandon Dean	6/30/2022

For the Civil Service Board



Lee Parker, Chairman