

**Finance Committee
October 4, 2022
3:30 p.m.**

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

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
October 4, 2022
5:00 p.m.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Reverend Don Lamb, Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. September 20, 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

1. Ordinance No. 4726

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #041C B 00208 000 from LI (Light Industrial) to IB (Intermediate Business) (East Economy Road).

2. Ordinance No. 4727
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #'s 032034J G 00100 and 032034J G 00200 from HI (Heavy Industrial District) to IB (Intermediate Business District) (215 S. Liberty Hill Road).

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
To amend Ordinance Number 4713, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2022-2023 necessary to re-appropriate funds in the amount of \$295,660 to allow for the purchase of five vehicles and associated upfitting for the Police Department. The 2022 model vehicle order placed during Fiscal Year 2022 was canceled by the factory with instruction a new order would need to be placed for the 2023 models and to appropriate an additional \$2,000.00 for the USTA Southern Parks and Recreation Grant funds awarded to the City. No match required.
{Public Hearing Date October 18, 2022}

9-c. Awarding of Bids/Contracts

1. Authorize the purchase of twenty-five (25) protective gas masks and necessary accessories for the Police Department via a cooperative purchasing agreement in the amount of \$11,850.00.
2. Approval of Change Order No. 4 with Leon Williams Contractors for the City Hall Interior Renovations in the amount of \$9,739.00.
3. Approval to declare twelve (12) City owned vehicles as surplus as listed:
 - Public Works
 - Unit #549 – 1991 Ford E-350 (VIN/1FDKE37G4MHB12530)
 - Unit #223 – 1997 Ford F-150 (VIN/1FTDF17W3VNB76101)
 - Unit #63 – 2000 Ford F-250 (VIN/1FDNF20L9YEB94810)
 - Planning Vehicle
 - Unit #59 - 2006 Ford Crown Victoria (VIN/2FAFP71W26X105429)
 - Police Department Vehicles
 - Unit #434 - 2006 Ford Explorer (VIN/1FMEU72E66UA00562) To be crushed
 - Unit #377 - 2013 Dodge Charger (VIN/2C3CDXAG2DH568696) To be crushed
 - Unit #305 - 2008 Ford Expedition (VIN/1FMFU16598LA33012)
 - Unit #306 - 2008 Ford Expedition (VIN/1FMFU16508LA33013)
 - Unit #400 - 2006 Ford Crown Victoria (VIN/2FAFP71W06X105431)
 - Unit #404 - 2006 Ford Crown Victoria (VIN/2FAFP71W06X104439)
 - Unit #419 - 2008 Ford Crown Victoria (VIN/2FAFP71V38X139454)
 - Fire Department Vehicle
 - Unit #470 - 1994 Chevrolet (VIN/1GCEC14H7RE205642)

4. Approve an agreement with Sonja Shannon, Architect, for Design work related to a new location for Fire Station No. 3 and new training facility location on Thompson Creek Road and authorize execution of the same.
5. Acknowledge and approve an emergency purchase from Rebel Services, LLC in the amount of \$17,908.71 for replacement equipment and labor for a new pump at the airport fuel farm.
6. Authorize purchase of one (1) 2023 Kawasaki Mule UTV and associated accessories totaling \$23,065.95 under statewide contract #242 for the Police Department as budgeted.
7. Approval of additional Employee Benefit.
8. Authorize the procurement of Engineering Services from LDA Engineering for Stormwater projects that need to be performed in FY23, not to exceed \$50,000.00.

9-d. Board/Commission Appointments

1. City Council appointment to the Property Maintenance Board of Appeals for a three (3) year term to expire June 1, 2025.

9-e. New Issues

1. Approval of Promotion to Patrol Lieutenant, Morristown Police Department.
2. Approval of Promotion to Patrol Sergeant, Morristown Police Department.
3. Approval of Promotion to Patrol Corporal, Morristown Police Department.
4. Approval of Promotions (2) to Detective, Morristown Police Department.
5. Approval of Promotion to Narcotics Detective Corporal, 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 October 4, 2022

1. Urban Growth Boundary

City Council Meeting/Holiday Schedule.

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 Public Hearing for Urban Growth Boundary and 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, 2022	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 23 - 26, 2022	Fri/Mon		City Center Closed – Observance of Christmas Day

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
September 20, 2022
5:00 p.m.**

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 and Kay Senter. Absent: Chris Bivens and Ken Smith.

Reverend Chris Talley, Chaplain Morristown Police Department led in the invocation.

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

Councilmember A'Hearn made a motion to approve the September 6, 2022, minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

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

A Public Hearing was held relating to Ordinance No. 4722. No one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 4722 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4722

**Being an Ordinance of The City Council of Morristown, Tennessee
Amending Title 8, Chapter 2, Sections 201, 207, 209, 210 & 216 of
the Morristown Municipal Code (Beer).**

A Public Hearing was held relating to Ordinance No. 4723. No one spoke.

Councilmember Senter made a motion to approve Ordinance No. 4723 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4723

**Being an Ordinance of the City of Morristown, Tennessee
Amending Title 9, Chapter 2, Section 204 and Chapter 4, Section
412 of the Morristown Municipal Code (Businesses, Peddlers,
Solicitors, Etc.).**

A Public Hearing was held relating to Ordinance No. 4724. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4724 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4724

Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 16, Chapter 1, Section 116 of the Morristown Municipal Code (Streets and Sidewalks, Etc.).

A Public Hearing was held relating to Ordinance No. 4725. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4725 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4725

Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 20, Chapter 1, Section 102 of the Morristown Municipal Code (City Park Rules and Regulations).

Councilmember A'Hearn made a motion to approve Resolution No. 2022-23. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye."

Resolution No. 2022-23

Initial Resolution authorizing the issuance of not to exceed four million six hundred seventy-five thousand dollars (\$4,675,000) General Obligation Bonds of the City of Morristown, Tennessee.

Councilmember Pedigo made a motion to approve Resolution No. 2022-24. Councilmember Garrett seconded the motion and upon roll call; all voted "aye."

Resolution No. 2022-24

A resolution authorizing the issuance of General Obligation Bonds of the City of Morristown, Tennessee in the aggregate principal amount of not to exceed \$4,675,000 in one or more Series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.

Councilmember A'Hearn made a motion to approve Resolution No. 2022-25. Councilmember Garrett seconded the motion and upon roll call; all voted "aye."

Resolution No. 2022-25

A Resolution of the City of Morristown, accepting the Proposal of the Tennessee Department of Transportation (TDOT) to construct a project designated as State Project No., 32004-3228-04, 32004-1228-04, described as intersection at SR-474 (Merchant's Greene Boulevard), LM 4.61 in Morristown Route SR-34.

Councilmember Senter made a motion to approve Ordinance No. 4726 on its first reading and schedule a public hearing relative to final passage of said ordinance for October 4, 2022. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4726

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #041C B 00208 000 from LI (Light Industrial) to IB (Intermediate Business) (East Economy Road).

Councilmember A'Hearn made a motion to approve Ordinance No. 4727 on its first reading and schedule a public hearing relative to final passage of said ordinance for October 4, 2022. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4727

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #'s 032034J G 00100 and 032034J G 00200 from HI (Heavy Industrial District) to IB (Intermediate Business District) (215 S. Liberty Hill Road).

Councilmember Pedigo made a motion to approve the LAMTPO contract with CDM Smith Associates to conduct a corridor study of SR160. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the LAMTPO contracts with TDOT for Project No. 985303-S3-003 and Project No. 985303-S3-004 for the residual FTA 5303 funds to be used for a Public Transportation Transit Center Study for ETHRA/Lakeway Transit. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to acknowledge receipt of qualifications for Architectural Services on September 6, 2022, and the creation of a qualified eligible firms list including all four submitters (Design Innovation Architects, Lose & Associates, Sonja Shannon and Thompson & Litton). Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve a sale and development contract with Michael Bunch Development for the sale of property at Map 043 I, Group E, Parcel 006.00 at East Main Street and James Street for \$10,000 subject to redevelopment of the same and other vicinity properties. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to acknowledge receipt of bids for Plastic Refuse and Recycle Containers, accept the bid from Rehrig Pacific Company as the best and most qualified bid, and authorize the one-time purchase of containers in an amount of \$37,860.00. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to authorize the purchase of one (1) 2023 Dodge Durango in the amount of \$39,232.00 via state contract #209, as budgeted. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve to apply for the Firehouse Subs Public Safety Foundation Grant in the amount of \$24,138.73. This grant is 100% funded. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to authorize the purchase of one (1) Sanitation Truck, being a 2024 New Mack LR64L Chassis with a Heil Command SST Automated Side Loader and related warranties in the amount of \$455,620.69 via cooperative purchasing agreement. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to acknowledge receipt of proposals for a Mobile Stage, accept the proposal from Stageline Mobile Stage Inc. as the best and lowest bid, and authorize the City Administrator to enter a contract authorizing the purchase as proposed in the amount of \$167,955. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve Amendment No, 1 to the Multi Modal Access Grant Contract with the State of Tennessee Department of Transportation (TDOT) for various sidewalk improvements along SR-34 from Hampton West Boulevard to Terrace Lane (PIN 128609). Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve the purchase of a Multi-Purpose Articulated Compactor from Stowers Cat in the amount of \$35,970 for Stormwater Department. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the purchase of two properties from the August 23, 2022, Hamblen County tax sale. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Garrett made a motion to reappoint Keith Jackson to the Morristown-Hamblen Solid Waste System for a three (3) year term expiring October 1, 2025. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion for the consideration of Christmas Holiday. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Assistant City Administrator Andrew Ellard reported to the Council on the FY 2021/2022 CDBG Consolidated Annual Performance and Evaluation Report (CAPER).

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided; Todd Frommeyer and Louis Chan spoke.

Mayor Gary Chesney adjourned the September 20, 2022, Morristown City Council meeting at 5:59 p.m.

Mayor

Attest:

City Administrator

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: September 20th 2022
REQUEST: Rezoning Request

Applicant and property owner Mark Sawyer has requested that his property, addressed as 210 East Economy Road, be rezoned from its current designation of Light Industrial (LI) to Intermediate Business (IB). The property is located directly behind Captain D's (restaurant) off of West Andrew Johnson Highway.

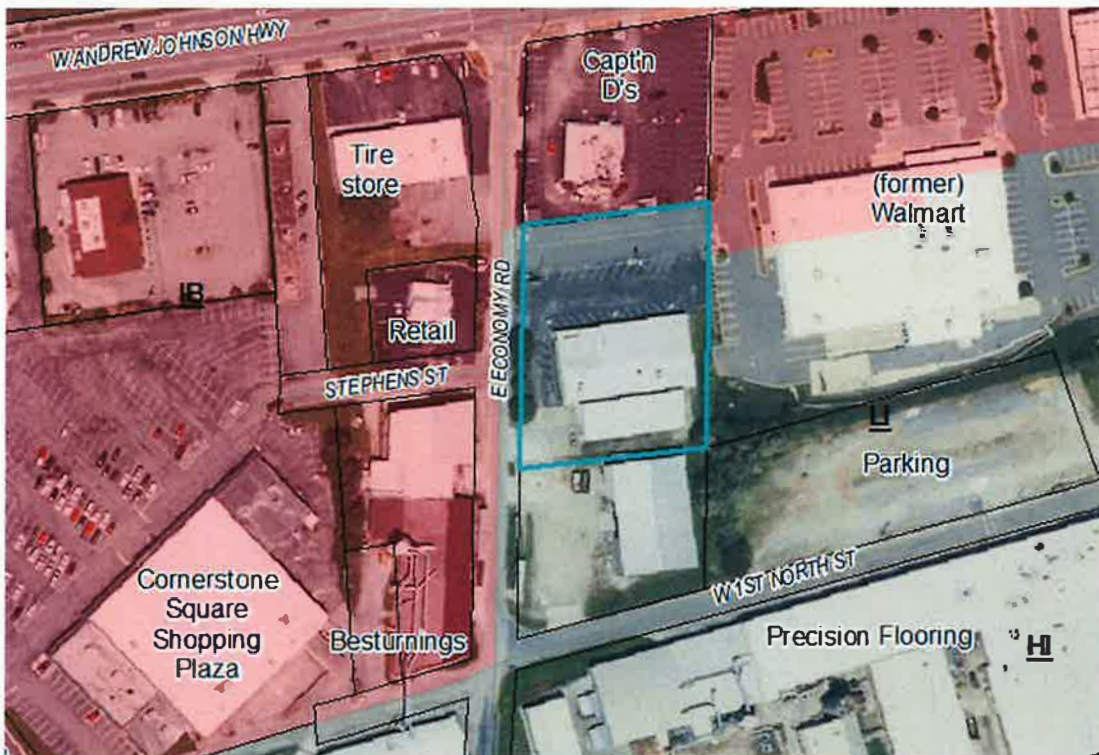
The property at just over one-acre in size, has over several years, transitioned in use from medical offices to a church. The owner is currently renovating the 10,000 square foot building and intends to lease it as office and salon space. Attached to the primary building is a 4,000 square foot warehouse, currently being used for cornhole board production and (party) inflatables. There is adequate parking along the north side of the office building for all tenants.

Properties to the east, west and north of the subject site are zoned and predominantly used for commercial type uses, as would be expected along a major City thoroughfare.

Staff has been making strides this past year in cleaning up some incompatible zoning designations and uses within the City, i.e., properties zoned as commercial or industrial but over time, developed instead into residential housing communities. Staff views this request in the same vein, as much of the inner City properties still zoned for manufacturing have been converted to commercial businesses. Historical maps show the subject property used as office space as far back as 2007. The uses within the attached warehouse structure are acceptable uses under the City's Intermediate Business district.

RECOMMENDATION:

The Morristown Regional Planning Commission voted to forward this rezoning request on to City Council to approve.



ORDINANCE NO. 4726
ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN,
TENNESSEE, APPENDIX B.

{Rezoning of Hamblen County Tennessee Tax Parcel ID #041C B 00208 000 from LI (Light Industrial) to IB (Intermediate Business) the general location being shown on the attached exhibit A.}

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

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

Being Hamblen County Tax Parcel # 041C B 00208 000, located approximately 150 feet south of West Andrew Johnson Highway along the east side of East Economy Road;

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

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

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

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

Passed on first reading the 20th day of September, 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this 4th day of October.

Mayor

ATTEST:

City Administrator

[illegible]

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: September 20th, 2022
SUBJECT: Rezoning Request from HI to IB
215 S. Liberty Hill Road

BACKGROUND:

Staff has received a request from the property owner to rezone two parcels located at 215 S. Liberty Hill Road from Heavy Industrial (HI) to Intermediate Business (IB). The applicant is requesting this rezoning to place mini-storage units at this location.

The subject parcels were part of the former Berkline industrial site and currently contains an office building on approximately 2.5 acres. It has the portions of the former Berkline site to the north that is zoned HI, commercial buildings to the east along E. Morris zoned IB, the Popkin Town Center commercial development anchored by Food City to the west that is zoned Planned Commercial District (PCD), and the Hillcrest Park baseball field to the south zoned Medium Density Residential District (R2).



RECOMMENDATION:

The subject parcels are along a major corridor that has transitioned over the years from industrial to primarily commercial. Due to this, staff recommends the rezoning to IB and Planning Commission voted to forward this to City Council.

ORDINANCE NO. 4727

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

{Rezoning of Hamblen County Tennessee Tax Parcel ID #'s 032034J G 00100 and 032034J G 00200 from HI (Heavy Industrial District) to IB (Intermediate Business District), the general location being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from HI (Heavy Industrial District) to IB (Intermediate Business District).

BEGINNING at an iron rod set in the southeast right-of-way intersection of Liberty Hill Rod and Berkline Drive; thence, from said point of BEGINNING and along the right-of-way line of Berkline Drive, North 75 deg. 28 min. 00 sec. East 332.85 feet to an existing monument; thence, leaving said right-of-way, South 04 deg. 09 min. 05 sec. East 153.10 feet to an existing monument; thence, North 76 deg. 35 min. 33 sec. East 43.83 feet to an existing monument; thence, South 20 deg. 33 min. 41 sec. East 132.03 feet to an existing monument in the norther right-of-way- line of East Morris Boulevard; thence, with the northern right-of-way line of East Morris Boulevard 281.62 feet along a curve to the left having a radius of 1,397.40 feet, and a chord bearing of South 71 deg. 18 min. 03 sec. West and a chord distance of 281.14 feet to an iron rod set; thence, South 77 deg. 04 min. 28 sec. West 104.29 feet to an iron rod set; thence 42.74 feet along a curve to the right having a radius of 25.00 feet and a chord bearing of North 53 deg. 56 min. 57 sec. West and a chord distance of 37.72 feet to an iron rod set; thence, North 04 deg. 58 min. 22 sec. West 274.92 feet to the point of BEGINNING.

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

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

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

Passed on first reading the 20th day of September 2022.

Mayor

ATTEST:

City Administrator

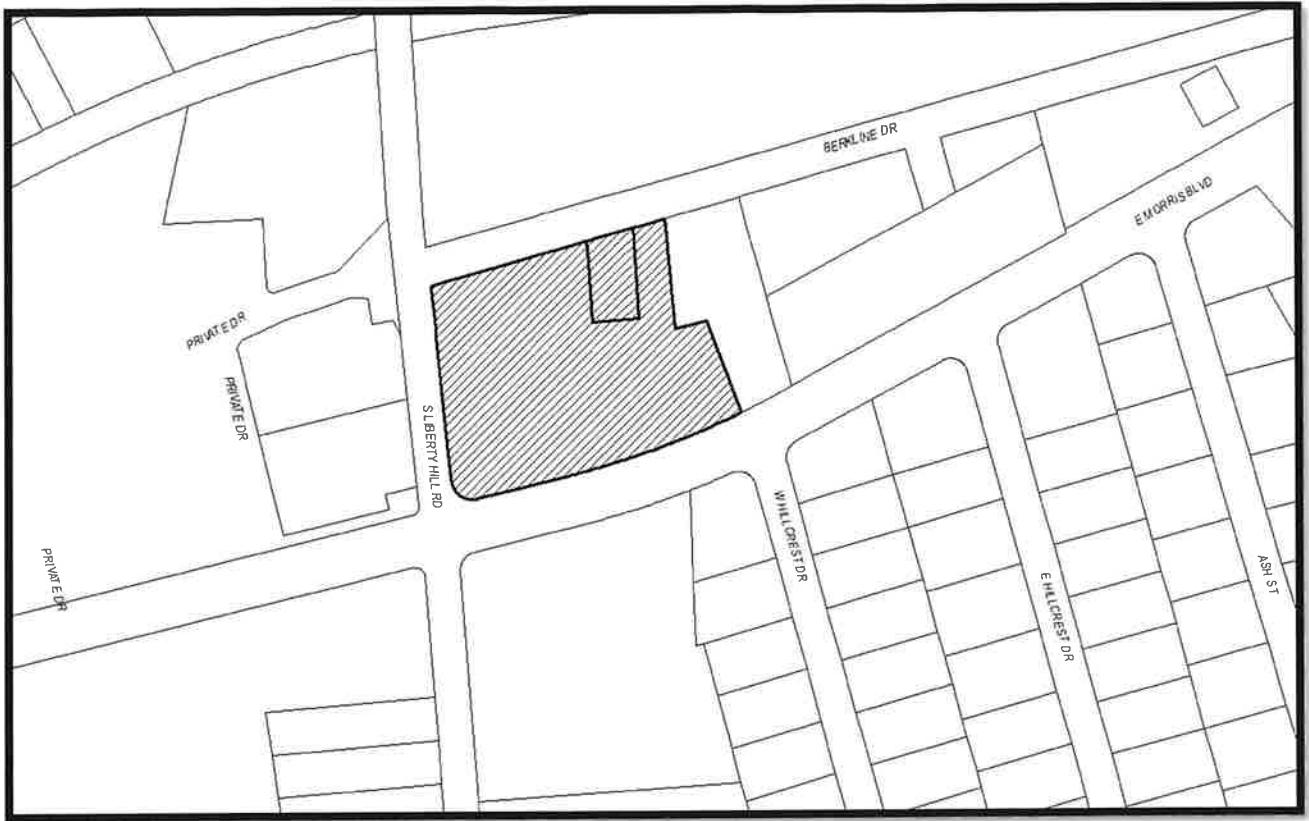
Passed on second and final reading the 4th day of October 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



APPROPRIATION ORDINANCE

Ordinance Number:

4713.02

TO AMEND ORDINANCE NUMBER 4713, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2022-2023 NECESSARY TO RE-APPROPRIATE FUNDS IN THE AMOUNT \$295,660 TO ALLOW FOR THE PURCHASE OF FIVE VEHICLES AND THE ASSOCIATED UPFITTING FOR THE POLICE DEPARTMENT. THE 2022 MODEL VEHICLE ORDER THAT WAS PLACED DURING FISCAL YEAR 2022 WAS CANCELED BY THE FACTORY WITH INSTRUCTION THAT A NEW ORDER WOULD NEED TO BE PLACED FOR THE 2023 MODELS AND TO APPROPRIATE AN ADDITIONAL \$2,000 FOR THE USTA SOUTHERN PARKS AND RECREATION GRANT THAT WAS AWARDED TO THE CITY. THERE IS NO MATCH REQUIRED.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 4713 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2022-2023 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	FUND BALANCE / REVENUE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Police Department - Patrol	42120.971	Motor Equipment			\$ 295,660	
General (#110)	Fund Balance	110.33840	Unassigned Fund Balance		\$ 295,660		
General (#110)	Parks & Recreation - Programs	44420.801	Grants & Other Subsidies			\$ 2,000	
General (#110)	Revenue	110-33609	Parks & Rec Grants & Reimbursements	\$2,000			
			Totals	\$ 2,000	\$ 295,660	\$ 297,660	\$ -

PASSED ON FIRST READING THIS 4th DAY OF OCTOBER 2022

Mayor Signature

ATTEST:

City Administrator Signature

PASSED ON SECOND READING THIS 18th DAY OF OCTOBER 2022

Mayor Signature

ATTEST:

City Administrator Signature



Morristown City Council Agenda Item Summary

Date: October 4th, 2022

Agenda Item: Authorize purchase of twenty-five (25) protective gas masks and necessary accessories for the Police Department via a cooperative purchasing agreement.

Prepared By: Andrew Ellard

Subject: Protective gas masks and accessories – FY 2023

Background: Budget in FY 2023 provides for the purchase of protective gas masks and necessary accessories for the Police Department.

Findings/Current Activity:

Municipal Emergency Services has provided a quote covering the purchase of twenty-five (25) protective gas masks and accessories. Pricing has been approved under a Sourcewell Cooperative Purchasing agreement (#032620).

Financial Impact:

Funding has been appropriated in the FY2023 budget:

(25) Protective Gas Masks - \$7,125.00

Accessories - \$4,725.00

Total Cost: \$11,850.00

Action options/Recommendations:

Staff recommends the purchase.

Attachment: Sourcewell Cooperative Contract (#032620) and MES Quote



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Quote # QT1620546
Date 09/20/2022
Expires 10/05/2022
Sales Rep Jenkins, Timothy A
Shipping Method FedEx Ground
Customer MORRISTOWN FIRE DEPT, CITY OF (TN)
Customer # C38010

Bill To

MORRISTOWN FIRE DEPT, CITY OF (TN)
100 W First North Street
Morristown TN 37815
United States

Ship To

Diana Morgan
MORRISTOWN FIRE DEPT, CITY OF
100 WEST 1ST NORTH STREET
Morristown TN 37814
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
805774-82			AV3K, POLY , SURESEAL, MED	13	\$285.00	\$3,705.00
10011882			TACTICAL CARRIER, MASK BAG M95	25	\$115.00	\$2,875.00
10012152			TACTICAL CARRIER,LEG STRP M95	25	\$18.00	\$450.00
805774-83			AV3K, POLY , SURESEAL, LRG	12	\$285.00	\$3,420.00
805059-01			40MM CANISTER ADAPTER	25	\$56.00	\$1,400.00

Contract Pricing through SourceWell GPO
RFP #032620, Firefighting Personal Protective Equipment, Apparel, and Accessories
Customer Membership ID #91532

Subtotal \$11,850.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$11,850.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1620546

**Solicitation Number: RFP #032620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Municipal Emergency Services Inc.**, 12 Turnberry Ln, 2nd Floor, Sandy Hook, CT 06482 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 5/5/2020 | 5:05 PM CDT

Municipal Emergency Services Inc.

DocuSigned by:
By: Seth Cosans
BEDE7B96DF184BB...
Seth Cosans

Title: Contract Administrator

Date: 5/5/2020 | 5:06 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 5/5/2020 | 5:08 PM CDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name: Municipal Emergency Services Inc

Does your company conduct business under any other name? If yes, please state: Lawmen Supply Company of New Jersey Inc.

Address: 12 Turnberry Ln
2nd Floor
Sandy Hook, CT 06482

Contact: Seth Cosans

Email: seth.cosans@mesfire.com

Phone: 410-960-2600

Fax: 410-960-2600

HST#: 651051374

Submission Details

Created On: Tuesday March 17, 2020 14:35:57

Submitted On: Tuesday March 24, 2020 15:22:27

Submitted By: Seth Cosans

Email: seth.cosans@mesfire.com

Transaction #: 0324bb6e-3b06-4962-a998-e3f0a01857b0

Submitter's IP Address: 173.49.115.251

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Municipal Emergency Services Inc.	*
2	Proposer Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT,06482	*
3	Proposer website address:	www.mesfire.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Mooney Regional Vice President dmooney@mesfire.com 360-953-7773	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Municipal Emergency Services Inc was established in October of 2000. MES/Lawmen Supply Company is a national full-line first responder and public safety distributor in the US. We represent, stock and distribute over 60,000 thousand products from over 2000 manufacturers. We currently have over 180 outside sales reps, 100 mobile service technicians, as well as dedicated inside sales staff and customer service representatives, and over 16 warehouse locations across the United States. In 2012 MES acquired Lawmen Supply. This merger gives the company the unique ability to serve all first responders and public safety officials on a national level. MES/Lawmen annual sales are in excess of \$200MM and the majority of our sales are for fulfillment of contracts and purchases to local, state and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES/Lawmen distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions us to provide superior products and customer service to fire and public safety departments on a national level as no other sales and service distributor can provide.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	MES represents the best manufactures for first responder and public safety products in our industry including but not limited to turnout gear, structural, wildland, technical rescue, aircraft rescue, Hazmat and EMS. These products include Firefighting PPE protective clothing and gear, coats, pants, boots, gloves, hoods, CBRN, station wear, footwear, helmets, eye protection, SCBA and compressors and supply air devises, laundry, extractor machines drying cabinets and service for SCBA's and supply air compressor devises. Accessories include body armor.	*

9	What are your company's expectations in the event of an award?	MES's expectations upon an award from Sourewell is to update our sales force on the new contract vehicle for which the membership would have access and to roll out to that membership the same level of service that MES provides to all of our agencies everyday many of which are already members. Providing another wonderful way for customers to achieve their missions and for MES to help them reach each solution with the best value that we provide in the way we service all of our markets nation wide.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	MES is attaching a bank reference letter as well as audited financials from 2018 to show how stable and strong we are and have continued to grow.	*
11	What is your US market share for the solutions that you are proposing?	MES represents 25% market share nationwide and continues working to grow with the great contracts like Sourcewell provides.	*
12	What is your Canadian market share, if any?	N/A	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MES is an authorized distributor reseller and service provider for the manufactures we represent nationwide with the exception a few areas. We do this all with our own company owned sales and service teams working closely with the manufactures we represent without any other network outsourcing. MES is an industry leader for both sales and service.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MES sales force experience is second to none in the public safety industry. They are trained and have the experience to size agencies for turnout gear and many other types of gear including body armor. They are knowledgeable subject matter specialists concerning NFPA standards for turnout gear and SCBA certification standards as they are changing. Our Service technicians are certified to evaluate test repair and work on 3M/Scott Safety SCBA systems and various other Air supply compressors and components that support 3M Scott SCBA's. MES is one of only very few Five Star certified 3M Scott National Service groups.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	As mentioned in another section MES is only one of a very few that is a 3m/Scott Safety Five Star Safety certified group and we are very proud of this. To achieve this as a distributor you must have certified technicians, mobile and stocking service locations and maintain certain standards for excellence for which MES has for many years.	*
19	What percentage of your sales are to the governmental sector in the past three years	95% of MES business is and has been to government. Local Towns, County, and State government agencies which are the bulk of our business. MES does sell to some contractors that service certain aspects of the safety market however that is a smaller part.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 2%. MES does sell to some public safety groups that have security police forces or fire rescue training academies however those purchases are still not a bulk of our overall business.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES NPPGov Contracts the last three years sold \$56,194,974.17. NY HIRE Contract the last three years sold \$18,874,155.57. NJ State Contract the last three years sold \$27,572,071.00.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES has a GSA contract. Last three years total sales \$14,837.00. MES's GSA contract has no COOP provision so no agency other than Federal or Military can purchase from that contract. It is also very limited and does not offer the same products requested within this RFP.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles City Fire Department	Assistant Chief Wade White	213-703-4504	*
West Metro Fire and Rescue	Fire Chief Don Lombardi	303-989-4307	*
City of Aurora Fire-Rescue Department	Deputy Chief of Operations Stephen McInerny II	303-326-8889	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Miami Dade Fire Rescue	Government	Florida - FL	Fire Rescue PPE and Service	\$78,499.00 avg	\$6,986,426.25	*
San Diego Fire	Government	California - CA	Fire Rescue PPE and Service	\$ 48,997.00 avg	\$6,516,619.15	*
L.A. Co Fire	Government	California - CA	Fire Rescue PPE and Service	\$38,882.00 avg	\$6,415,498.09	*
Sacramento Metro Fire	Government	California - CA	Fire Rescue PPE and Service	\$52,477.00 avg	\$6,402,231.76	*
Houston Fire	Government	Texas - TX	Fire Rescue PPE and Service	\$41,346.00 avg	\$6,367,298.70	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Municipal Emergency Services has a sales force of approximately 180 sales representatives in the field across the United States. This sales force is backed up by skilled inside regional office support throughout the USA to process sales orders, purchase orders with manufacturers and support customers.	*
26	Dealer network or other distribution methods.	Municipal Emergency Services is the distributor/dealer for the products proposed.	*
27	Service force.	Municipal Emergency Services has a mobile service force of approximately 100 service technicians fully trained and certified by the manufacturer.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Municipal Emergency Services has 30+ customer service representatives to assist sales representatives and service technicians with order placing, job scheduling and followup. It is a company initiative that a response to an inquiry is made the same business day whenever possible and no later than the next business day.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales, service and customer service staff to maintain the market in the USA. MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with sales force across the bulk of the states as well as strategically placed warehouses and service stations to support orders and service related work.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. Hawaii and Alaska orders shipping will be quoted as stated. MES will present these shipping terms at time of each quote. This would apply to all US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Municipal Emergency Services is very familiar with promoting contracts. As the largest supplier of First Responder Equipment in the US, we recognize the value of contracts and the time and money that can be saved by agencies not having to go to bid and still receive the items they specify as a solution for their entity from contracts. Additionally MES has implemented an outbound call center (Sales Development Team) that is tasked with reaching out to customers to make them aware of new products, services, etc. Promoting a new contract would fit nicely in this team's scope of work.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Municipal Emergency Services has a marketing team that handles our print, digital and social media marketing campaigns. Content is regularly created and posted to our approximately 100,000 followers made up of customers and industry professionals.	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Promotion from Sourcwell in concert with MES would be very important to all its membership. Sourcwell brings significant municipal contract experience and coupled with MES's national relationships would be powerful. Our sales staff is well versed in contracts of this type and their importance so integration into our program would be seamless.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Municipal Emergency Services has several e-procurement process options and order type and expected frequency would play a role in deciding which of these platforms are appropriate. As examples we have a normal e-commerce website in which members could be given a code to unlock discounts on specific items. We have a custom web store that specific department approved items can be populated and access for procurement granted to as many or few individuals as an agency deems appropriate. There is also dynamic quoting which is similar to the custom website but designed for a smaller number of items that are ordered in high volume. Of course we have the traditional method of ordering where a member can email and call the sales representative or office directly and place an order.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES provides SCBA annual test service maintenance in and out of warranty. MES also performs training on SCBA set up of new certification packs, as well as many other general review of products. If specific requests for training are made outside of general review MES quotes those training on a case by case based on all of the products in need of training based on time and number of people needed to train which can vary.	*
37	Describe any technological advances that your proposed products or services offer.	MES has SOS stores which are Signature Online Stores which are unique in our industry and newer tech we can provide and can be built and configured to meet the needs of large customers as one example of services. MES represents the best PPE products in the industry that provides some of the most outstanding tech for first responders like programs that track turnout gear, and SCBA service, also protection advances in general that make turnout gear lighter and yet still keep firefighters safe under newer standards.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	MES is not a (WMBE) so this does not apply. N/A	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	MES has the largest and experienced sales force that are subject matter specialists in the equipment we sell and amazing service technicians to service many of those products. This is what sets MES apart from any other group in the USA.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	MES is not interested in providing an award of what we submit outside of the USA at this time. MES's distributor contracts are set for distribution in the USA.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The warranties provided by each manufacture being bid provides slightly different things. Most provide for coverage against mfg defects for a industry standard amount of time. Some cover parts and labor within warranty period however some do not cover labor.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of the warranties for the companies MES is bidding shows coverage for normal wear and use. Abuse to a produce normally does have a provision to exclude coverage however MES works very closely with each mfg to work through any warranty issue with customers.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most mfg warranty do not cover travel time and mileage unless there is a gross failure of the product and in those cases we work with the mfg to work through the issue on a case by case issue which is rare.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales and service staff to maintain the market in the USA. There are only a few areas in the USA MES does not have sales and service coverage. We address this on a case by case basis as for the listed products we cover most of the USA Alaska and Hawaii.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES is the distributor of products made by manufacturers we represent. MES follows the Manufacturers warranty. Depending on the Manufacturer MES works on some of the products under warranty and out of warranty repairs. Some of them are sent back to the manufacturer in and out of warranty for service all based on MFG policy.	*
48	What are your proposed exchange and return programs and policies?	Goods received in damaged or defective condition will be repaired or replaced as outlined by the manufactures warranty and guidelines. If the product was damaged while in transport, a claim will be filed with the carrier and we will then work to resolve the replacement asap. These evaluations are expected to be done within 30 days of delivery or sooner by the customer. After that time MES and most manufacturers will not be held responsible for whatever issue is presented. MES does our best to always resolve issues presented.	*
49	Describe any service contract options for the items included in your proposal.	MES lists service for items we submit for bid. These are both for annual testing, repair in and out of warranty with listed labor and parts cost discount.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Municipal Emergency Services, Inc utilizes Community Leasing Partners as a source for leasing/financing eligible items when requested.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	From time to time and when market conditions permit, Municipal Emergency Services may offer a trade in credit for items being replaced. When applicable, the value of the trade in will be based on market and product conditions at the time.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Municipal Emergency Services has several ordering platforms and as stated previously, MES is a dealer so there would be no network outside of ourselves processing orders. All orders, regardless of the sales platform utilized will be marked that they are Sourcewell Contract orders within our internal systems to make quarterly reporting simplified. When a sales representative creates a quote, there is a "forced field" where the rep must select a contract (or none) but there is no default and the field cannot be bypassed. Once a quote is verified and approved by a member, the quote becomes the sales order, the sales order generates a purchase order to our supplier if not in stock in our facility, and then becomes an invoice- all a product of the original quote and does not have to be re-entered at every step. The ordering platforms offered are traditional orders, in which a customer contacts the sales representative or office with approval to order. Most orders on this contract would likely fall into this category due to the customization of many of these protective clothing items. We have several electronic platforms that can be utilized depending on the anticipated order size and frequency. We have a customizable web store in which the member would have a private website with approved items. We also have a dynamic quote system designed for smaller quantities of items in which the member can log in and order off of a quote with an extended expiration date.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	MES limits P-Card and credit card purchases to \$10,000. There is no added fee to use this method.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will upload MSRP, list or net price sheets depending on manufacturer as we list them as well as discounts off of those MSRP, list price or net price lists as the Sourcwell price.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will list the discount from MSRP, list or net price sheets depending on manufacturer as we list them for the Sourcwell proposed bid price.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	MES gives our best price based on the volume of business we do annually so any added volume discounts would only be when we have special pricing to list as Sourcwell indicated can be done on a case by case in the portal as they happen.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For any open market requested items or items not found on contract MES would quote those as open market at the same agency discounted pricing we do every day.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Special requests such as training on items not always listed, inside delivery, lift gates so that deliveries can be more easily offloaded or anything else, MES is willing to work with the membership to price out to take care of the needs of the agencies and make sure their goals are met. MES's goal is to be the first and last supplier and service provider agency members think of and go to because we know there are other options and we are here to make sure you get the best value which is not always the low price for the best job.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. MES will present these shipping terms at time of each quote. Hawaii and Alaska orders shipping will be quoted as stated per quote. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and or freight to Alaska or Hawaii are quoted per quote. MES is not interested in servicing Canada at this time. MES does no exporting unless shipped to a Federal/DOD location.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Unique distribution that MES offers is our many hubs through out the USA and if we do not have it in stock our relationships with our manufactures are second to none in the industry making MES the effective hammer in the market that we are today. Any special quicker shipping requests can be quoted upon request and MES will do our best to accommodate. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Within the MES ordering system as mentioned reference ordering there is a forced tab that must be selected when entering a quote to select a contract vehicle. Sourcewell being one of those that needs to be selected when quoting for that contract if awarded and once selected the sales representative then ensures that the item quoted is getting the sourcewell discounted price per the contract price list or in the case that there is any added discount also as listed to determine if shipping would be included as sometimes is or if needs to be added based on the situation we need to quote shipping. Quarterly a report is pulled by Vice President of Finance and then reviewed by the contract administrator then once review is complete fees are calculated using excel with the formula set to the fee percentage due and then that report is then sent back to the Vice President of Finance for his department's review. Once approved the fee is sent to Sourcewell for the quarterly sales.
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes a 1% fee for all sales quarterly.

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon an award MES would survey our sales force to see how the response of the membership customers wish to use this contract vehicle to purchase. And MES will be tracking success of the use of the contract by its membership when we look at the quarterly reports to see how much business is completed using this contract after it has had a couple quarters to be promoted both by Sourcewell and by MES.	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	MES provides the very best that the fire and public safety industry manufacturers have to offer our market. Many of these products are similar however MES takes feedback from agencies and gives that back to manufacturers to improve products performance and safety while maintaining safety standards and certifications. MES has had many manufacturers make products just for MES to offer as a result so that MES can provide thermal imaging cameras, gloves, boots, or other products that are better than we normally see in the market.	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	MES offers the full range of options from all of the various manufactures represented to customize items within the extent that certifications allow.	*
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Once MES gets an order which involves a need for sizing of any product our regional sales force is in contact with the agency membership to schedule sizing. If fitting is needed after delivery MES is again available to help with that as well and any alterations can be ordered or addressed quickly.	*
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	MES has as mentioned in other tabs the largest and most experienced subject matter specialist in the industry for on site sales demo, training and support. Our sales force works closely with the manufactures having many of their folks ride with MES sales force to sales calls to demo and service products. This makes MES the reason we are the first ones agencies call and even though we may not always be the lowest price we are the best value in the industry. MES gets it done.	*
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES staff are subject matter specialist on NFPA standards for turnout gear, SCBA systems and all related gear so that as changes in certifications are happening we are there to help the market stay up to speed with all of their gear and certifications testing and service. Our Techs are updated on their training as well as our sales staff as needed.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - MES Audited Financials 2018 FS.pdf - Saturday March 21, 2020 15:12:35
- [Marketing Plan/Samples](#) - MES Sourcewell 03262020 Marketing plan.doc - Sunday March 22, 2020 17:06:30
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Sourcewell 03262020 Warranty.doc - Tuesday March 24, 2020 09:27:04
- [Pricing](#) - MES PL.zip - Tuesday March 24, 2020 09:27:34
- [Additional Document](#) - MESWEL~1.PDF - Saturday March 21, 2020 15:12:11

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Seth Cosans, Contract Administrator, Municipal Emergency Services Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	<input checked="" type="checkbox"/>	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	<input checked="" type="checkbox"/>	--
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	<input checked="" type="checkbox"/>	--



Morristown City Council Agenda Item Summary

Date: 9-28-22

Agenda Item:

Prepared by: Michael Poteet

Subject: Change order for City Hall Interior Renovations

Background / History: This contract was for City Center Interior Renovations performed by Leon Williams Contractors, Inc. This is the 4th change order for the project.

Findings / Current Activity: Change order is for base cabinets for new cash drawers and modifications to cabinets/countertops in cashiers' area. Remove 8 floor boxes and patch in new Police Department offices and remove/patch 4 floor boxes in the Planning wing. Furnish 16 trim rings and added support for light fixtures in reception areas upstairs.

Financial Impact: Increase in costs of **\$9,739.00** This will be paid from ARPA.

Action options / Recommendations: Approve Change Order

Attachments: Change Order



Change Order

PROJECT:
City Hall Interior Renovations
100 West 1st North Street
Morristown, TN 37814

CHANGE ORDER NUMBER: 4
DATE:

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

ARCHITECT'S PROJECT NUMBER: 20095
CONTRACT DATE: 12/22/2021
CONTRACT FOR: General Construction

THE CONTRACT IS CHANGES AS FOLLOWS:

COR 16 - Reception 178: Furnish and install laminate base cabinets to receive Owner's cash drawers including (2) counter height and (1) desk height cabinets. 1,575.00

COR 16A - Verbally directed modifications at Reception 178 including: Un-install new cabinets/countertops and adjust location, relaminate side of (2) base cabinets, (2) countertop extensions, (2) end panels, (2) filler panels. All work completed on overtime due to schedule and required additional site trips. 3,588.00

COR 17 - Remove (8) existing floor boxes in new offices at Phase 2 and patch flooring. 2,108.00

COR 18 - Remove (4) existing floor boxes in Phase 4 area and patch holes. 1,393.00

COR 19 - Furnish (16) goof rings and added support for "C" light fixtures. 1,075.00


The original Contract Sum was	\$	742,200.00
The net change by previously authorized Change Orders	\$	86,792.00
The Contract Sum prior to this Change Order was	\$	828,992.00
The Contract Sum will be <u>changed</u> by this Change Order in the amount of	\$	9,739.00
The new Contract Sum including this Change Order will be	\$	838,731.00

The Contract time will be increased by ten (10) days.
The new Date of Substantial Completion will be November 15, 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)

9/19/22
DATE


BY (Signature)

RICHARD NORRIS
(Typed Name)

9.19.2022
DATE

BY (Signature)

(Typed Name)

DATE



Morristown City Council Agenda Item Summary

Date: October 4, 2022

Agenda Item: Approval to declare twelve (12) City owned vehicles as surplus.

Prepared By: Andrew Ellard

Subject: Surplus Vehicles

Background: The City of Morristown owns twelve (12) vehicles that have been removed from service and are no longer being utilized. The City of Morristown wishes to declare these vehicles as surplus. The vehicles are as follows:

Public Works

- Unit #549 – 1991 Ford E-350 (VIN/1FDKE37G4MHB12530)
- Unit #223 – 1997 Ford F-150 (VIN/1FTDF17W3VNB76101)
- Unit #63 – 2000 Ford F-250 (VIN/1FDNF20L9YEB94810)

Planning Vehicle

- Unit #59 - 2006 Ford Crown Victoria (VIN/2FAFP71W26X105429)

Police Department Vehicles

- Unit #434 - 2006 Ford Explorer (VIN/1FMEU72E66UA00562) to be crushed
- Unit #377 - 2013 Dodge Charger (VIN/2C3CDXAG2DH568696) to be crushed
- Unit #305 - 2008 Ford Expedition (VIN/1FMFU16598LA33012)
- Unit #306 - 2008 Ford Expedition (VIN/1FMFU16508LA33013)
- Unit #400 - 2006 Ford Crown Victoria (VIN/2FAFP71W06X105431)
- Unit #404 - 2006 Ford Crown Victoria (VIN/2FAFP71W06X104439)
- Unit #419 - 2008 Ford Crown Victoria (VIN/2FAFP71V38X139454)

Fire Department Vehicle

- Unit #470 - 1994 Chevrolet (VIN/1GCEC14H7RE205642)

Findings/Current Activity:

The above vehicles are currently not in use and no longer have usable value to the City. The Finance Department will utilize GovDeals to sell the surplus vehicles.

Financial Impact:

The sale of the surplus vehicles will generate revenue that will be receipted in the General fund.

Action options/Recommendations:

Staff would recommend approval.

Attachment: None



Morristown City Council Agenda Item Summary

Date: October 4, 2022

Agenda Item: Approve an agreement with Sonja Shannon, Architect, for Design work related to a new location for Fire Station No. 3 and new training facility location on Thompson Creek Road, and authorize execution of the same.

Prepared By: Andrew Ellard

Subject: Architectural Services – New Fire Station No. 3

Background: Upcoming TDOT work will negatively impact response abilities for Fire Station No. 3. Additionally, the existing station no longer meets the needs of a modern fire department. As a result, property on Thompson Creek Road, which is benefitting from other traffic improvements, has been identified as a suitable location for a new Station No. 3.

Findings/Current Activity:

Engaging an architect is one of the necessary preliminary steps along with performing geotechnical assessments and survey work. Sonja Shannon has experience working with the city on several fire stations over the last several years.

Financial Impact:

The FY23 budget anticipated work relative to both Fire Station No 3 and the training facility. Exact cost of this contract is still TBD based on the cost of the project, which will be estimated as an early step in the design process.

Action options/Recommendations:

Approve the agreement; authorize execution.

Attachment: Agreement (standard AIA document)



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the fourth day of October
in the year two thousand twenty two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

This document has important
legal consequences.
Consultation with an attorney is
encouraged with respect to its
completion or modification.

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

Sonja R. Shannon, Architect
326-A West First North Street
Morristown, Tennessee 37814

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

Fire Station Three
Morristown, Tennessee

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's program requirements for the Project are the planning, development, procurement and construction of a new Fire Station Three facility and Fire Training Structure on property located on Thompson Creek Road.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Project will include construction of a new one story Fire Station of approximately 7,000 s.f. and the coordination for placement of a new Fire Training Structure of a modular system design, which shall be procured by a separate contract. The site for the construction will be on property owned by the City of Morristown on Thompson Creek Road.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The project budget is not finalized at this time.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Not applicable

.2 Construction commencement date:

Not applicable

.3 Substantial Completion date or dates:

Not applicable

.4 Other milestone dates:

Not applicable

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

This Project delivery method will be a (publicly advertised) competitive bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Andrew Ellard
Assistant City Administrator
City of Morristown
100 West First North Street
Morristown, TN 37814
423-585-4614

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

(List name, address, and other contact information.)

Not applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Unknown at the time of execution of this document

.2 Civil Engineer:

Unknown at the time of execution of this document

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Survey provided by City of Morristown

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Sonja Shannon
326-A West First North Street
Morristown, Tennessee 37814
423-587-0323

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Chris Myers, PE
Bennett & Pless
111 Sherlake Lane
Knoxville TN37922
865-539-8227

.2 Mechanical Engineer:

Randy J. Wells, PE
2640 Lakeshore Drive
Bean Station, TN 37708
865-748-1640

.3 Electrical Engineer:

Jeffrey L. Lawson, PE
157 Elkins Road
Mooresburg, TN 37811
423-272-7129

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's

Init.

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sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than N/A (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than N/A (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than N/A (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the

Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work

completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

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Supplemental Services	Responsibility (Architect, Owner, or not provided)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not applicable

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (24) visits to the site by the Architect during construction
- .3 (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

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

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead

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and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 Mediation

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

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

stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Architect shall be compensated for services performed prior to termination date along with reimbursable expenses then due along with Architect's anticipated profit on remaining work.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Fee to be agreed upon by Owner and Architect at the time of termination.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

percent (%) of the Owner's budget for the Cost of the Work,
as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Five and one half percent (5.5%) of the actual cost of construction.

(If the Owner does not elect to include the Fire Training Tower as a part of the the base bid project, the Architect shall be compensated for associated work as described in Article 11.3 for Additional Services).

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

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

Not applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

Fees for Additional Services shall be agreed to by the Owner and Architect prior to services being performed

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Consultant's Additional Services compensation shall be based on an hourly billing rate (see article 11.7).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (10 %)
Design Development Phase	percent (10 %)
Construction Documents Phase	percent (55 %)
Procurement Phase	percent (5 %)
Construction Phase	percent (20 %)
<hr/>		
Total Basic Compensation	one hundred percent	(100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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

Actual hourly rates based on task; to be agreed upon by Owner and Architect before commencement of Work.

Employee or Category	Rate (\$0.00)
Architect	\$200.00/hr
Structural Engineer	\$200.00/hr
Mechancial Engineer	\$150.00/hr
Electrical Engineer	\$150.00/hr

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

Init.

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- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of

(-0-) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of

(N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid twenty one (21) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

12 % per annum

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

References to Cost of Work in this project do not include the separate purchase by the Owner of the modular Fire Training Structure unit itself. Other Work associated with the inclusion of the Training Structure and its installation are included in the Cost of Work.

Article 8, Claims and Disputes, shall incorporate "to the extent permitted by law" in all applicable sections.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

Not applicable

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Not applicable

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

OWNER (Signature)

(Printed name and title)

Sonja R. Shannon
ARCHITECT (Signature)

Sonja R. Shannon, Architect

(Printed name, title, and license number, if required)

Init.



Morristown City Council Agenda Item Summary

Date: October 4, 2022

Agenda Item: Acknowledge and approve an emergency purchase from Rebel Services, LLC in the amount of \$17,908.71 for replacement equipment and labor for a new pump at the airport fuel farm.

Prepared By: Andrew Ellard

Subject: Emergency Purchase – AV-Gas Fuel Pump

Background: The AV-Gas pump locked up and it has been determined that it requires replacement. The airport is unable to sell fuel until this replacement is made.

Findings/Current Activity:

Performing a formal bid would take several weeks, leaving the FBO, our airport tenants, and transient pilots without fuel for an extended period of time. Rebel Services was involved in the setup of the existing fuel farm and has been reliable for repairs in the past. They understand our urgency and are working to expedite procurement of the needed parts.

Financial Impact:

This repair is eligible to be applied against more than one of our FAA grant awards. Remaining CARES grant funds are 100% federal funding.

Action options/Recommendations:

Staff recommends acknowledgement/approval.

Attachment: Quote from Rebel Services



Rebel Services, LLC
PO BOX 728
RIPLEY, MS 38663

mjames@rebelservices.net
(662) 512-0219

--PRIVILEGED AND
CONFIDENTIAL--
Do not disseminate, distribute or copy.

Proposal

****Expires 7 days from Date
of Proposal****

Proposal Date: 9/22/2022

Proposal #: 6303

Project:

Bill To:

MORRISTOWN REGIONAL AIRPORT
P.O. BOX 2111
MORRISTOWN, TN 37816

Ship To:

MORRISTOWN REGIONAL AIRPORT
100 WEST FIRST NORTH STREET
MORRISTOWN, TN 37814

Description	Qty
CUSTOMERS AVGAS PUMP LOOKED UP ON FUEL FARM, STOPPED BY TO CHECK THE PUMP OUT AND FOUND THE GX3 PUMP TO BE COMPLETELY LOCKED UP. CHECKED WITH BLACKMER AND THE REPLACEMENT PUMP ONLY IS NOT AVAILABLE FOLLOWING QUOTE IS FOR THE NEW BLACKMER WITH NORDIC GEAR DRIVE UPGRADE. WORK WILL INCLUDE REMOVAL OF OLD PUMP AND PLACEMENT OF NEW PUMP SYSTEM AND MODIFYING THE PIPE TO MATCH THE NEW PUMP.	
GNX3-NORD-10HP/EXP BLACKMER GNX PUMP COUPLES TO A NORDIC GEAR BOX - 512 RPM- COUPLES TO A 10 HP/1800 RPM/3 PHASE 60HHZ/ 230-460 VOLT/ EXP MOTOR. PUMP HAS DURA VANES AND NPT FLANGES; MOTOR GOOD TO APPROX 55 PSID.	1
*****NEEDS 7.5 HP MOTOR*****	
LABOR - PORTAL TO PORTAL	16
PER DIEM - OUTSIDE MS/AR	1
ELECTRICAL SUPPLIES	1
FREIGHT/SHIPPING	
MISCELLANEOUS MATERIAL, PARTS, AND FUEL SURCHARGE.	

\$17,908.71

****If unforeseen issues or conditions become evident during service altering the pricing on the estimate, the customer will be notified immediately and customer approval will be required prior to proceeding. Estimate does NOT include Freight, Electrical service/power, wi-fi, internet, site prep, dirt work, concrete, electrical, meter calibration, soak test sampling, rental, permitting, sales tax or use tax. These items are the responsibility of the customer unless specifically stated and itemized on Estimate. Approval is required prior to order placement or performance of work. Rebel Services, LLC retains ownership of all equipment/property/materials until paid in full including a 3% Monthly Delinquency Fee if applicable.**

****A signed Confirmation with 35% deposit or Written Purchase Order is required to secure order.**

****A processing fee will be charged on all credit Card payments**

FREIGHT ESTIMATE ONLY WILL BE BILLED ACTUAL COST

SIGNATURE _____

RETURN TO AGENDA



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

Vendor
REBEL SERVICES, LLC
PO BOX 728
RIPLEY, MS 38663

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

Purchase Order

Fiscal Year 2023

Page 1 of 1

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

Purchase Order Number **23000917**

Purchase Order Date **09/23/2022**

Department **41610**

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

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
662-224-4014	monica@rebelservices.net	8045	23000992	aellard

NOTES

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Emergency repair of gas pumps at the airport. Pumps were completely locked up. Approved by aellard. GL #: 48100 - 362	1.0000	EACH	\$17,908.7100	\$17,908.71

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

Remit invoices to accountspayable@mymorristown.com

 9/23/22
Authorized Signature Date

 9/23/22
Authorized Signature Date

Purchase Order Total **\$17,908.71**



Morristown City Council Agenda Item Summary

Date: October 4, 2022

Agenda Item: Authorize purchase of one (1) 2023 Kawasaki Mule UTV and associated accessories under state contract #242, as budgeted.

Prepared By: Andrew Ellard

Subject: 2023 Kawasaki – FY 2023

Background: Budget in FY 2023 provides for the purchase of one (1) Kawasaki Mule for the Police Department.

Findings/Current Activity:

Hunter Power Sports has provided a quote which covers the purchase of this vehicle and the associated accessories. Pricing for the vehicle has been approved under statewide contract #242.

Financial Impact:

Funding has been appropriated in the FY2023 budget:

2023 Kawasaki Mule - \$20,320.67

Kawasaki Mule Accessories - \$2,745.28

Total Cost – \$23,065.95

Action options/Recommendations:

Staff recommends the purchase.

Attachment: SWC242 and Quote from Hunter Power Sports

Hunter Power Sports, LLC

2520 Asheville Hwy
Hendersonville NC 28791
(828) 692-7519

MORRISTOWN POLICE DEPT

Buyer's Order

09/30/2022

Order No.

Salesman Kent Webb

MORRISTOWN TN

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2023	KAWASAKI	KAT820CPFNN		TBD	\$17,266.29

Options:

Manufacturer Retail Price	\$18,999.00
Less Dealer Discount	\$1,732.71
Dealer Unit Price	\$17,266.29
Factory Options	\$0.00
Added Accessories	\$3,054.38
Freight	\$0.00
Dealer Prep / Rigging Fee	\$0.00
Off Rd Hand/Accessor	\$0.00
Addnl/SC Taxes, Etc	\$0.00
TIRE & WHEEL PROTECT	\$0.00
GAP	\$0.00
Service Contract	\$0.00
Property / Liability	\$0.00

INSTALLED ACCESSORIES

\$3,054.38 D

Cash Price	\$20,320.67
Trade Allowance	\$0.00
Payoff	\$0.00

Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$20,320.67
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$0.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

Notes:

VEHICLE TO BE PURCHASED UNDER TENNESSEE STATE WIDE
CONTRACT 242

Total Other Charges	\$0.00
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Trade Information

Sub Total (Net Sale + Other Charges)	\$20,320.67
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$20,320.67

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

Bill of Sale

Hunter Power Sports
2520 Asheville Hwy
Hendersonville, NC 28791
828.692.7519

www.hunterpowersports.com



MORRISTOWN POLICE DEPT

Date 09/30/2022

Order No.

MORRISTOWN, TN
H C 423-307-9037
cwisecarver@mymorristown.com

Salesman Kent Webb

F&I Sales Mike Plemmons

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2023	KAWASAKI	KAT820CPFNN		TBD	\$17,266.29

Parts and Labor:

Price	Qty	Ext Price	Manufacturer Retail Price
			\$18,999.00
			Less Dealer Discount \$1,732.71
			Dealer Unit Price \$17,266.29
			Parts & Accessories \$0.00
			Labor \$2,765.30
			Freight \$0.00
			Dealer Prep / Rigging Fee \$0.00
			3% Credit Card Fee \$0.00
			TIRE & WHEEL Warranty \$0.00
			GAP Insurance \$0.00
			Theft Program \$0.00
			Extended Warranty/Service Contract \$0.00
			Prepaid Maintenance Plan \$0.00
			Lifetime Battery \$0.00
			Delivery Fee \$0.00
			Cash Price \$20,031.59
			Trade Allowance \$0.00
			Payoff \$0.00

Lienholder:

NONE

Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$20,031.59
Road Use Tax	\$0.00
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$0.00

Terms of Finance:

Loan Term: 0 Months
APR: 0.00%

Total Other Charges	\$0.00
Sub Total (Net Sale + Other Charges)	\$20,031.59
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$20,031.59

Trade Information

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

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*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Customer Signature _____

Hunter Power Sports, LLC

2520 Asheville Hwy
Hendersonville, NC 28791
(828) 692-7519

Pick Ticket

Sold To: TN NO TAX

Date: 09/13/2022 9:47 AM

Sold	S/O	Lay	P/U	Part Number	Sup	Description	Retail	Ext Price	Bin
1	0	0	0	99994-0753	KA	FLIP-UP WINDSHIELD	\$973.30	\$874.80	102FL R
0	1	0	0	99994-0855	KA	STANDARD SIDE MIRRORS	\$88.15	\$79.23	120D
0	1	0	0	99994-1175	KA	REAR VIEW MIRROR	\$89.20	\$80.17	120C
0	1	0	0	KAF080-040A	KA	STORAGE COVER FXTDXT	\$282.40	\$253.82	
0	1	0	0	99994-0424	KA	TAIL LIGHT GUARDS	\$61.90	\$55.64	
0	1	0	0	99994-0687	KA	WINCH MOUNT	\$173.20	\$155.67	
0	1	0	0	99994-1537-45S	KA	WINCH KIT VRX45S PRO	\$899.80	\$808.74	B23F
0	1	0	0	KAF080-022	KA	BED EXTENDER	\$197.35	\$177.38	
Subtotal							\$2,765.30		
Less Discount							(\$279.85)		
Sales Tax							\$0.00		
Pick Ticket Total							\$2,485.45		

(This is not an Invoice)



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

Statewide Multi-Year Contract Issued to:

Hunter Powersports LLC
312 Kanuga Rd
Hendersonville, NC 28739

Vendor ID: 0000208207

Contract Number: 0000000000000000000065997

Title: SWC242 Ground Maint Equipment/UTVs

Start Date: April 15, 2020 End Date: March 31, 2023

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

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

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

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

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Lindsey Lattner
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-9282
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000168598
Ground Maintenance Equipment - Utility Vehicles (UTV's)
Unit of Measure: EA

Discount off Catalog

Kawasaki 9.12% Region 1, 4 (Only)

Line 2

Item ID: 1000168599
Ground Maintenance - Equipment Utility Vehicle (UTV's) Accessories and Parts
Unit of Measure: EA

Discount off Catalog

Kawasaki 10.12% Region 1, 4 (Only)

APPROVED: _____ BY: _____
CHIEF PROCUREMENT OFFICER PURCHASING AGENT DATE

The City of Morristown

Office of Administration



Date: October 4, 2022

To: Mayor and City Council

From: Tony Cox, City Administrator

Re: Employee Benefit – Memberships at the Landing

I recommend and seek the Council's approval of an additional employee benefit. I propose that employees be provided complimentary membership to the Morristown Landing at the highflyer (premium) level and employee family membership at a discounted rate (\$40/mo.). Eligible employees would be those that are covered by City health insurance.

This additional benefit would be considered as a part of our overall incentive program to encourage health and wellness among staff. We anticipate that working with the Landing fitness staff and Clinic wellness personnel, we will provide specific programs to encourage appropriate physical activity. In addition, we expect to offer education about healthy lifestyles.

Utilization of the investment Council has made in Morristown Landing, we can further enhance both the health of our workforce and their quality of life. In addition, the City should see a favorable change in health insurance claims with more active healthy employees.



Morristown City Council Agenda Item Summary

Date: October 4, 2022

Agenda Item: Authorize the procurement of Engineering Services from LDA Engineering for Stormwater projects that need to be performed in FY23, not to exceed \$50,000.00.

Prepared By: Larry Clark

Subject: General Stormwater Engineering Work

Background: The City of Morristown currently has an open services agreement with LDA Engineering to provide general engineering services for Stormwater.

Findings/Current Activity:

Associated rates have been negotiated as part of the Master Services Agreement currently in place between the City of Morristown and LDA. This work is not part of any projects that may be occurring.

Financial Impact:

Funding has been appropriated in the FY2023 budget.

Projected fees will not exceed \$50,000.00

Action options/Recommendations:

Staff recommends the purchase.

Attachment: None

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO/cw*

Date: September 28, 2022

Re: Promotions

I am requesting to make promotions in the patrol, detective, and narcotics divisions at the October 4th council meeting. These positions are to backfill current vacancies in rank.

- 1 Patrol Lieutenant
- 1 Patrol Sergeant
- 1 Patrol Corporal
- 2 Detectives
- 1 Narcotics Detective Corporal

Attached are the current civil service rosters for these positions. Thank you for your assistance in this matter. If you have any questions regarding this, please contact my office.

Thank you.

RDO/aw

The City of Morristown

Morristown Police Department



Copy



MEMORANDUM

To: Civil Service Board

From: Chief Roger D. Overholt *RDO/cw*

Date: September 28, 2022

Re: Promotions

It is my intent to make six promotions at the next scheduled city council meeting on October 4th. I am requesting an eligibility roster for Patrol Lieutenant, Patrol Sergeant, Patrol Corporal, Detective, and Narcotics Detective Corporal.

Thank you for your assistance in this matter. If you have any questions regarding this, please contact my office.

Thank you.

RDO/aw

CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - LIEUTENANT

UPDATED ON JUNE 20, 2022 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Brad Rice	2/28/22
2	David Hancock	2/28/22

Roster is current until new
Roster is completed and certified
Lee E Parker

Lee E Parker

Lee Parker, Chairman

6-21-2022

Date

CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816


POLICE DEPARTMENT ROSTER - SERGEANT

UPDATED ON SEPTEMBER 13, 2022 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Matthew Johnson	2/28/23
2	Michael Voccola	2/28/23
3	Jeffrey Coyne	4/30/24
4	Paul Carter	4/30/24
5	Travis Mikels	4/30/24
6	Matt Stuart	4/30/24
7	Lucas Watson	4/30/24
8	Jonathan Helton	2/28/23
9	Black McCarter	2/28/23
10	Ron Sanchez	4/30/24
11	Zach Jones	4/30/24



Lee Parker, Chairman



Date

CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - CORPORAL

UPDATED ON SEPTEMBER 13, 2022 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Matthew Johnson	02/28/23
2	Jeffrey Coyne	04/30/24
3	Paul Carter	04/30/24
4	Travis Mikels	04/30/24
5	Ron Sanchez	02/28/23
6	Jonathan Helton	02/28/23
7	Jordan Wilson	02/28/23
8	Blake McCarter	02/28/23
9	Zach Jones	04/30/24



Lee Parker, Chairman

9-13-22
Date

CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - DETECTIVE

UPDATED ON APRIL 13, 2021 TO REFLECT TESTING, **HIRING** AND/OR CORRECTIONS

	NAME	EXPIRES
1	Matt Johnson	2/28/23
2	Matt Webb	2/28/23
3	Blake McCarter	2/28/23
4	Andrew Wice	2/28/22
5	Shelby Holt	2/28/23


Mike Minnich, Vice-Chairman


Date

CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - DETECTIVE CORPORAL - NARCOTICS

UPDATED ON AUGUST 10, 2021 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Dustin Jones	2/28/23
2	Pete Shockley	2/28/23


Joel Hice, Vice-Chairman

8-10-2021
Date



This certificate is proudly presented to

CITY OF MORRISTOWN

on this day, September 21, 2022, in recognition of its timely adoption of a
balanced budget for fiscal year beginning July 1, 2022.

*The budget review was completed by the Office of the Comptroller of the Treasury
and resulted in a standard approval indicating the government's
commitment to operate with a sound financial plan.*



JASON E. MUMPOWER
Comptroller of the Treasury



JASON E. MUMPOWER
Comptroller

September 21, 2022

Congratulations!

We are pleased to present you with the enclosed certificate recognizing the hard work and commitment of your local officials, including budget and finance staff, to operate your government with a sound financial plan.

This certificate is being awarded based upon the following criteria:

- Your budget was adopted on or before the fiscal year end;
- Your budget was filed with our office within 15 days of adoption;
- No issues of concern were raised during our review of the budget; and
- Your local government is not currently under the oversight of the Water & Wastewater Financing Board, or Utility Management Review Board.

Thank you for your contribution to making government work better! We recognize the importance of managing public finances in a responsible manner and encourage local officials to keep up the good work!

As always, please feel free to reach out to your Financial Analyst or contact our main office at 615.401.7829 or LGF@cot.tn.gov.

Very truly yours,

Jason E. Mumpower
Comptroller of the Treasury

Betsy Knotts
Director, Local Government Finance