

**Pre-Meeting WORK SESSION**  
**July 19, 2022**  
**4:00 p.m.**

**AGENDA**  
**CITY OF MORRISTOWN, TENNESSEE**  
**CITY COUNCIL MEETING**  
**July 19, 2022**  
**5:00 p.m.**

**1. CALL TO ORDER**

Mayor Gary Chesney

**2. INVOCATION**

Captain Chuck Letterman, Chaplain, Morristown Police Department

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

1. July 5, 2022

**6. PROCLAMATIONS/PRESENTATIONS**

1. Retirement Proclamation and Presentation of Service Weapon to Detective Corporal Jack Everhart.

**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. Public Hearing – Required Public Hearing pertaining to Public Chapter 1101 regarding Plans of Services and Progress Reports for Ordinance No. 4700 Annexation of 363 Snyder Road.

2. Ordinance No. 4715  
Being An Ordinance of The City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), Chapter 14 HI-Heavy Industrial District, Section 14-1408. (Building Height) of The Morristown Municipal Code.

## 9. NEW BUSINESS

### 9-a. Resolutions

1. Resolution No. 2022-16

A Resolution of The City Council of Morristown, Tennessee authorizing The City of Morristown to participate in Public Entity Partners “Safety Partners” Matching Grant Program.

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

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

Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee. Annexation of property identified as Hamblen County Parcel ID # 032024 13002 and currently addressed as 794 Noes Chapel with the Zoning Designation of High-Density Residential District, R3.

**{Public Hearing Date August 2, 2022}**

2. Ordinance No. \_\_\_\_\_

Entitled an Ordinance to Close and Vacate Certain Rights-of-Ways within the City of Morristown - Located along West Donaldson Drive in Lea Hills Subdivision #2.

**{Public Hearing Date August 2, 2022}**

3. Ordinance No. \_\_\_\_\_

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 034J A 011.00 and 034J A 012.00, from LI (Light Industrial) to R-2 (Medium Density Residential), (1020 and 1026 E. Main Street).

**{Public Hearing Date August 2, 2022}**

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

1. Approve Task Order No. 2 for Mattern & Craig to provide Engineering Services for signal coordination for the Thompson Creek Road Reconstruction Project in the amount \$31,000.

2. Approval to purchase a Tire Balancer for the Equipment Shop from Mohawk Lifts, LLC in the amount \$25,296.16 based on cooperative pricing. This is a planned expenditure in the FY23 budget.

3. Acknowledge receipt of bids for Bulletproof Vests and related components, accept the bid from Galls as the best and lowest bid, and authorize the City Administrator to enter a contract authorizing purchases at the bid prices through June 30, 2024 with options for extension per the bid documents.

4. Approve a Work Authorization for Gresham Smith Partners to design, create specifications, and manage bidding for upgrades to electrical service along Main Street, at the Downtown Green, and the Farmer's Market – an ARPA project.
5. Approval of the Purchase and Conveyance of property from Thompson Creek Apartments, LLC, Clingman Prospect, LLC and Cope Street Complex, LLC for the Thompson Creek Road Reconstruction Project in an amount of \$41,756.
6. Approval of sale of property to Wattum in the East Tennessee Progress Center consisting of approximately five acres along Power Drive at the purchase price of \$20,000 per acre.
7. Approval of sale of property to Wattum in the East Tennessee Valley Industrial District at the purchase price of \$20,000 per acre.

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

**9-e. New Issues**

**10. CITY ADMINISTRATOR'S REPORT**

**11. COMMUNICATIONS/PETITIONS**

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

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

**13. ADJOURN**

**WORK SESSION**

**July 19, 2022**

1. No Work Session Scheduled

**City Council Meeting/Holiday Schedule.**

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

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN**

**July 5, 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, Chris Bivens, Bob Garrett, Tommy Pedigo and Kay Senter. Absent: Ken Smith

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

Councilmember Al A'Hearn made a motion to approve the June 21, 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. No one spoke.

A Public Hearing was held relating to Ordinance 4714. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4714 on second and final reading. Councilmember Garrett seconded the motion.

During discussion, Councilmember Senter made a motion to amend Section 14-3304-E Buffer Yard, 2. Design Standards: add language requiring sidewalks or bike trails that occur within landscape buffer yards to be contiguous to the development and amend Section 14-3304-F Service Area Screening, 1. Dumpsters: add language requiring a dumpster gate to remain closed at all times unless dumpster is being serviced. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmembers returned to the main motion to approve Ordinance No. 4714 on second and final reading with amendments, and upon roll call; all voted "aye".

**Ordinance No. 4714**

**Being an Ordinance of The City Council of Morristown, Tennessee  
Amending Title 14 (Zoning and Land Use Control), Chapter 33  
(Landscape, Buffers, and Screening) of The Morristown Municipal  
Code.**

Councilmember Bivens made a motion to approve West Hills Tractor, Inc. for repairs to a 2012 New Holland Tractor in the amount \$16,137.23. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the purchase of mobile lifts for the Equipment Shop from Ari Phoenix, Inc. in the amount \$24,236.58 based on purchasing cooperative pricing. This is a planned expenditure in the FY23 budget. Councilmember Garrett seconded the motion and upon roll call; all voted "aye."

Councilmember Bivens made a motion to approve the surplus of the service weapon assigned to Detective Corporal Jack Everhart, Glock Model a Glock Model 31, .357 Caliber, Serial #-BAXZ619 to be transferred to Corporal Everhart in honor of his 30 years of service to the Morristown Police Department. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye."

Councilmember Pedigo made a motion to approve Change Order No. 1 with BurWil Construction in the amount of \$234,106 for extended Construction Management Services for the Morristown Landing project. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye."

Councilmember Senter made a motion to acknowledge receipt of bids for Microsoft Office license renewals, accept the bid from DBISP LLC at a cost of \$44,830.44 as the best and lowest bid and authorize a purchase order for the same. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye."

Councilmember A'Hearn made a motion to acknowledge receipt of proposal for K9 Services for Morristown Police Department and authorize the City Administrator to establish and execute an agreement with Integrity Canine on the basis of the advertised RFP and the company's proposal. Councilmember Bivens seconded the motion and upon roll call; all voted "aye."

Councilmember Senter made a motion to acknowledge receipt of proposals for Property Maintenance Services for Code Enforcement and authorize the City Administrator to establish and execute an agreement with Lawnman Lawncare, LLC on the basis of the advertised RFP and the company's proposal. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye."

Councilmember A'Hearn made a motion to approve a Work Authorization in the amount of \$1,250 for LDA Engineering to perform a structural assessment of the TCAT building and hangar at the Morristown Regional Airport. Councilmember Senter seconded the motion and upon roll call; all voted "aye."

Councilmember Bivens made a motion to appoint David Purkey to the Morristown Utility Commission for a five (5) year term to expire on July 31, 2027. Councilmember Senter seconded the motion and upon roll call; all voted "aye."

Councilmember Garrett made a motion to hire James Brady, Justin Costner, Nathan Hensley, Cody Lamb and Collin Rice as Entry Level Firefighters for the Morristown Fire Department. Councilmember Bivens seconded the motion and upon roll call; all voted "aye."



Councilmember Bivens made a motion for the confirmation of Disciplinary Action for the Police Department. Councilmember Senter seconded the motion and upon roll call; all voted “aye.

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

Mayor Gary Chesney adjourned the July 5, 2022, Morristown City Council meeting at 5:40 p.m.

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Mayor

Attest:

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City Administrator


DRAFT

# The City of Morristown

Community Development & Planning



## MEMO

To: Mr. Tony Cox, City Administrator  
From: Steve Neilson, Development Director   
Date: July 19, 2022  
RE: Required Public Hearing for Annexation Plans of Service for 363 Snyder Road Annexation

### **BACKGROUND:**

In accordance with Public Chapter 1101 of 1998, it is a requirement that the City provide a progress report on the Plan of Services for all property annexed into the City. The city must hold a public hearing and provide the progress report six months after the annexation.

Attached is the report for the Snyder Road Annexation (Ordinance 4700):

The annexation consists of a single-family parcel (Parcels ID #032034D D 003.00) located at 363 Snyder Road. The city is providing the services as outlined in the Plan of Services Report and the utilities are being provided by Morristown Utilities.

### **RECOMMENDATION:**

Staff recommends that the City Council hold the required public hearing and make no changes to the Plan of Services at this time.

### **ATTACHMENTS**

Staff Reports and Plan of Service Report of the annexations.



# The City of Morristown

## Community Development & Planning



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

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### **BACKGROUND:**

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

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



### **RECOMMENDATION:**

Staff recommends approval of the annexation request with a zoning designation of Medium Density Residential District (R-2) and would ask that the Planning Commission forward it on to City Council.

ORDINANCE NO. 4700

ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE

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

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

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

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

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

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

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

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

(4) This Ordinance shall become effective from and after its passage, the public welfare requiring it.

Passed on first reading the 15th day of February 2022.

  
Mayor

ATTEST:

  
City Administrator

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

  
Mayor

ATTEST:

  
City Administrator

Ordinance No. 4700

## PLAN OF SERVICES

### **RESOLUTION NO. 2022-3**

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

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

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

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

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

#### **Police Protection**

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

#### **Fire Protection**

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

#### **Water Service**

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

#### **Sanitary Sewer Service**

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

#### **Electrical Service**

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

#### **Refuse Collection**

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

#### **Streets**

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

#### **Inspection Services**

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

**Planning and Zoning**

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

**Street Lighting**

Street lights will be installed in accordance to City policies.

**Recreation**

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

**Miscellaneous**

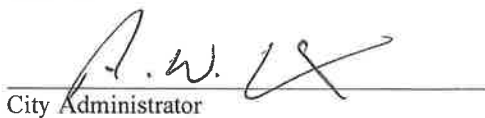
Fibernet will be installed per the current Morristown Utility System policy.

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

Passed on this 1st day of March 2022.

  
Mayor

ATTEST:

  
City Administrator

# The City of Morristown

## Community Development & Planning



TO: Morristown City Council  
FROM: Steve Neilson, Development Director  
DATE: June 21, 2022  
SUBJECT: Text amendment to building height in the HI-Heavy Industrial District

### **BACKGROUND:**

This is a request by the Industrial Development Board (IDB) to amend Chapter 14, Heavy Industrial District (HI) Section 14-1408. BUILDING HEIGHT to increase the maximum building height from 55 feet to 75 feet. Marshall Ramsey indicates that they have received several inquiries for buildings exceeding the current 55 feet height limit. He states that in order to remain competitive with other cities in the region, taller building heights would be helpful.

<u>Other cities:</u>	<u>Zoning District</u>	<u>Height</u>
Johnson City	I-2, Heavy Industrial District	No Limit
Kingsport	M-2, Heavy Manufacturing	No Limit
Bristol	M-3, Heavy Industrial District	65 ft.
Oak Ridge	IND-3, Heavy Industrial District	No Limit
Greeneville	M-2, High Impact Use	70 ft.
Knoxville	I-M, Heavy Industrial District	90 ft.

### **PROPOSED AMENDMENT:**

Heavy Industry

14-1408. BUILDING HEIGHT (3587-10/03/2017) ~~Buildings shall not exceed fifty-five (55) feet in height.~~

1. ~~Buildings up to fifty-five (55) feet in height.~~
2. ~~Buildings above fifty-five (55) feet up to a maximum of seventy-five (75) feet may be approved provided:~~
  - a. ~~The building is served with an approved sprinkler system.~~
  - b. ~~A twenty (20) foot wide paved travelway is provide around the entire building for fire access.~~

Chief Taylor is in support of this request. He stated that 100-foot ladder truck would be able to reach the roof if necessary. The Chief did request any building over 55 feet be sprinkled and provide a paved fire access drive around the entire building be provided.

At the Planning Commission meeting, the proposed amendment was approved with a thirty-foot travelway. However, after the meeting Chief Taylor agreed that the width of the travelway could be reduced to twenty feet in order to be consistent with the 2018 Fire and Construction Codes.

### **RECOMMENDATION:**

- . Staff recommends approval of the proposed text amendment.



June 1, 2022

Mr. Steve Neilson  
City of Morristown  
P. O. Box 1499  
Morristown, TN 37816

Dear Steve:

I fully support the change in the City of Morristown Heavy Industrial zoning ordinance to increase the building height from 55 feet to 75 feet.

Industrial inquiries over the last year have included several that require buildings with height greater than 55 feet. Considering this, I respectfully request that a change in the ordinance be considered, to allow building height limit of 75 feet. This would allow us to submit Morristown properties without the need for a future variance request.

Please feel free to contact me if you need to discuss further.

Sincerely,



Marshall Ramsey  
Secretary

MR/jb

Cc: Mr. Tony Cox



BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,  
TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), OF  
THE MORRISTOWN MUNICIPAL CODE.

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BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 14, HI-Heavy Industrial District, Section 14-1408. BUILDING HEIGHT be deleted and replace with the follows:

14-1408. BUILDING HEIGHT

1. Buildings up to fifty-five (55) feet in height.
2. Buildings above fifty-five (55) feet up to a maximum of seventy-five (75) feet may be approved provided:
  - a. The building is served with an approved sprinkler system.
  - b. A twenty (20) foot wide paved travelway is provide around the entire building for fire access.

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

Passed on first reading the 21st day of June 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed on second and final reading the 5th day of July 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

**RESOLUTION NO. 2022-16**

**A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AUTHORIZING THE CITY OF MORRISTOWN TO PARTICIPATE IN PUBLIC ENTITY PARTNERS “SAFETY PARTNERS” MATCHING GRANT PROGRAM.**

WHEREAS, the safety and well-being of the employees of the City of Morristown is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Morristown employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a “*Safety Partners*” *Matching Grant Program*; and

WHEREAS, the City of Morristown now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE the following:

SECTION 1. That the City of Morristown is hereby authorized to submit application for a “*Safety Partners*” *Matching Grant Program* through Public Entity Partners.

SECTION 2. That the City of Morristown is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this 19<sup>th</sup> day of July in the year of 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

# The City of Morristown

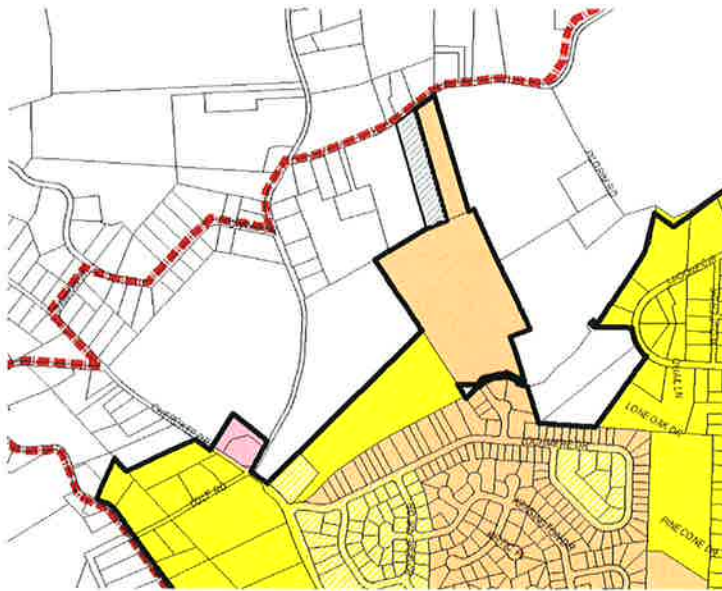
## Community Development & Planning



TO: Morristown City Council  
FROM: Josh Cole, Planner  
DATE: July 19<sup>th</sup>, 2022  
SUBJECT: Annexation Request: 794 Noes Chapel Road

### **BACKGROUND:**

A request for annexation into the corporate limits of Morristown has been received from Mr. Randy Corlew who is representing the property owner of 794 Noes Chapel Road which is just north of the Lochmere subdivision development. This property does meet the conditions to be annexed as it is located within Morristown's Urban Growth Boundary and contiguous with the city limits. The properties to the south and west were annexed into the City this past October.



The subject parcel is 2.7 acres in size and contains a house. The applicant is requesting the parcel to be zoned R3, High Density Residential District, in order to utilize it as part of the proposed "Havely Springs Senior Living" development.

Prior to any development on this site, the developer will have to submit a complete site plan that must meet all city requirements.

### **RECOMMENDATION:**

Staff recommends approval of the annexation request with a zoning designation of High-Density Residential District (R3) and Planning Commission voted in support of this request at their July monthly meeting.

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

*Annexation of property identified as Hamblen County Parcel ID # 032024 13002 and currently addressed as 794 Noes Chapel with the Zoning Designation of High-Density Residential District, R3, the general location being shown of the attached exhibit A;*

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

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

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

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

*BEGINNING at the point of intersection of the southern boundary of Noes Chapel Road, Parcel 130.02 of Hamblen County Tax Map 024, and Parcel 107.01 of Hamblen County Tax Map 024 and heading in a north easterly direction along the common boundary shared by Parcel 130.02 of Hamblen County Tax Map 024 and Noes Chapel Road to the point of intersection of Parcel 130.02 of Hamblen County Tax Map 024, Parcel 130.03 of Hamblen County Tax Map 024, and Noes Chapel Road; thence in a southerly direction along the common boundary shared by Parcel 130.02 of Hamblen County Tax Map 024 and Parcel 130.03 of Hamblen County Tax Map 024 to the point of intersection of Parcel 130.02 of Hamblen County Tax Map 024, Parcel 130.03 of Hamblen County Tax Map 024, and Parcel 106.00 of Hamblen County Tax Map 024; thence in a south westerly direction along the common boundary shared by Parcel 130.02 of Hamblen County Tax Map 024 and Parcel 106.00 of Hamblen County Tax Map 024 to the point of intersection of Parcel 130.02 of Hamblen County Tax Map 024, Parcel 106.00 of Hamblen County Tax Map 024, and Parcel 107.01 of Hamblen County Tax Map 024; thence in a northerly direction along the common boundary shared by Parcel 130.02 of Hamblen County Tax Map 024 and Parcel 107.01 of Hamblen County Tax Map 024 to the point of beginning.*

(2) High Density Residential District (R3) zoning shall be applied upon adoption of the annexation area.

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

(4) This Ordinance shall become effective from and after its passage, the public welfare requiring it.

Passed on first reading the 19th day of July 2022.

ATTEST:

\_\_\_\_\_  
Mayor

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

Passed on second and final reading the 2nd day of August 2022.

ATTEST:

\_\_\_\_\_  
Mayor

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

Exhibit A:





**PLAN OF SERVICES**  
**RESOLUTION NO. \_\_\_\_**

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTIES LOCATED OFF NOE’S CHAPEL ROAD.

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

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

Property identified as Hamblen County Parcel ID # 032024 13002 and currently addressed as 794 Noes Chapel Road, the general location being shown on the attached exhibit A;

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

**Police Protection**

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

**Fire Protection**

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

**Water Service**

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities Commission. The owner/developer is responsible for the cost of water line extension to the property.

**Sanitary Sewer Service**

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities Commission. The owner/developer is responsible for the cost of sewer line extension to the property.

**Electrical Service**

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

acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

### **Refuse Collection**

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

### **Streets**

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

### **Inspection Services**

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

### **Planning and Zoning**

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

### **Street Lighting**

Street lights will be installed in accordance to City policies.

### **Recreation**

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

### **Miscellaneous**

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

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

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

\_\_\_\_\_  
Mayor

ATTEST:

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

Exhibit A:



# The City of Morristown

## Community Development & Planning



TO: Morristown City Council  
FROM: Lori Matthews  
DATE: July 19, 2022  
REQUEST: Vacating Rights-of-way

Property owner Patricia Jarnigan is requesting a platted City right-of-way which adjoins her property at 601 West Donaldson be abandoned by the City. Shown as outlined in yellow below, the 50 +/- foot rights-of-way also adjoins 525 West Donaldson Drive which is owned by James and Geraldine Wall. Notifications have been sent to both owners to direct any questions or concerns with this submittal they may have to Staff. Neither the City nor Morristown Utilities has expressed any interest in maintaining this right-of-way.

### **RECOMMENDATION:**

The Morristown Regional Planning Commission voted to forward this request on to City Council for approval at their July 12<sup>th</sup> meeting.





View from Blossom Springs

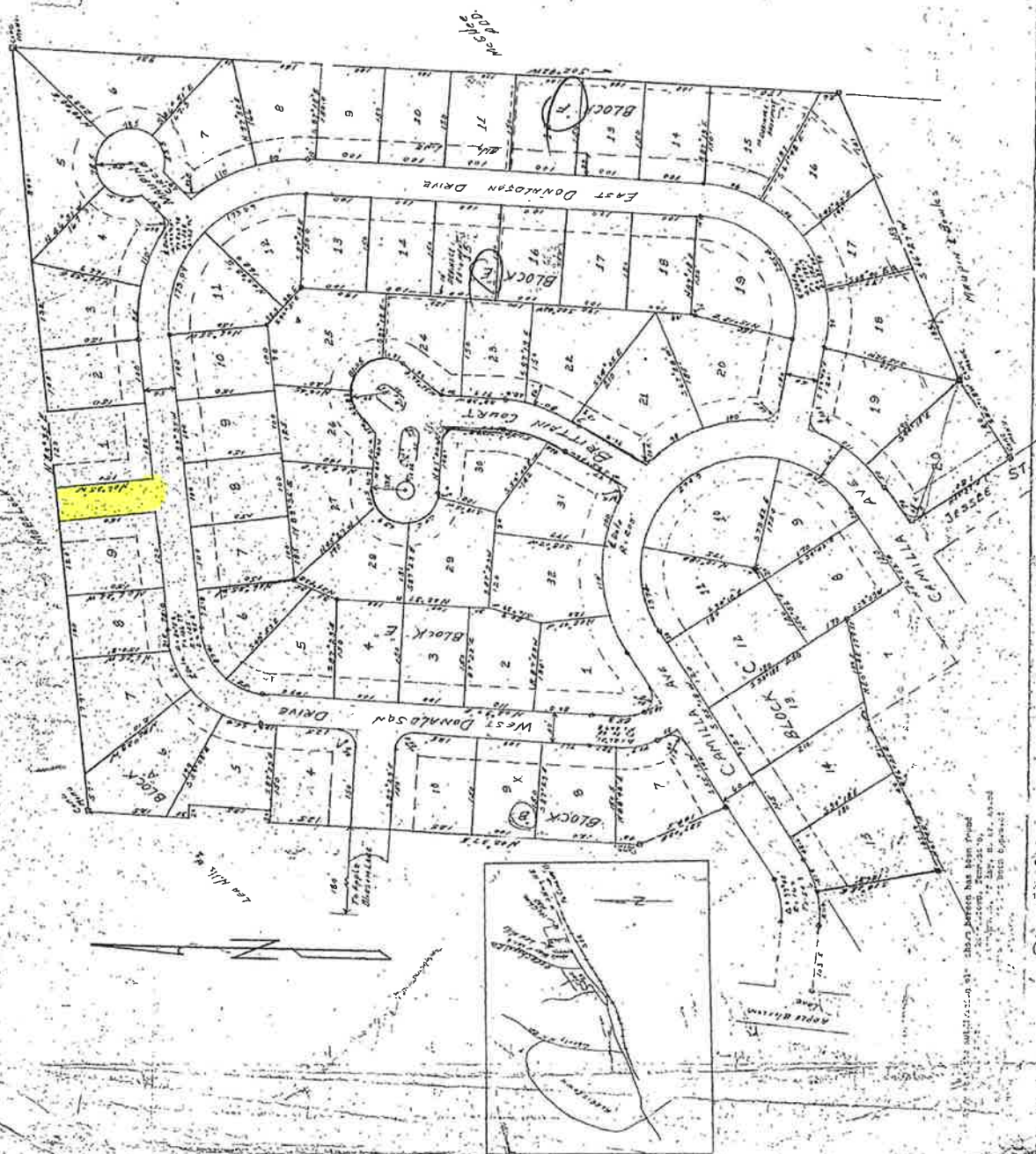


View from Donaldson Drive





67201111



APPROVED  
FOR  
RECORD  
BY  
CLERK OF DISTRICT COURT  
JANUARY 1944

LEA HILLS  
SUB-DIVISION #2  
3RD C.D. HAMBLEN CO.  
TENNESSEE  
MARCH 1944  
SCALE: 1" = 100'

RECORDED  
MAR 23 1944  
CLERK OF DISTRICT COURT  
HAMBLEN COUNTY  
TENN.

RECORDED  
MAR 23 1944  
CLERK OF DISTRICT COURT  
HAMBLEN COUNTY  
TENN.



ORDINANCE NO. \_\_\_\_\_

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN  
RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN

*{Located along West Donaldson Drive in Lea Hills subdivision #2 }*

Section I. WHEREAS, the City Council of the City of Morristown has the power to, when expedient, close, vacate and abandon rights-of-way within the municipality; and

WHEREAS, the following action is deemed to be in the best interest of the municipality;

NOW THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN that the following right-of-way is hereby closed, vacated and abandoned:

*An unnamed City rights-of-way located between lots 9 and 1 along West Donaldson Drive, as shown on the Lea Hills Subdivision #2 plat as recorded in Platbook 3, Page 149 in the Hamblen County Courthouse and as shown on the attached Exhibit A;*

Section III. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Section IV. BE IT FURTHER ORDAINED that this ordinance takes effect from and after its passage, the public welfare requiring it.

Passed on first reading the 19<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed on second and final reading this the 2cd day of August, 2022.

---

Mayor

ATTEST:

---

City Administrator

PLAT BOOK 3 PAGE 149



LEATH HILLS

SUB-DIVISION 12

3RD. C.D. HAMBLEN CO.

TENNESSEE

SCALE 1" = 100' MARCH 1946

Witness a 14 Signature of [illegible]

APPROVED

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

MADE AT TENNESSEE

MADE AT TENNESSEE

MADE AT TENNESSEE

MADE AT TENNESSEE

MADE AT TENNESSEE



# The City of Morristown

## Community Development & Planning



TO: Morristown City Council  
FROM: Lori Matthews  
DATE: July 19, 2022  
REQUEST: 1020 & 1026 East Main Street Rezoning Request – LI to R-2

Applicant(s) William and Mary Hodges have requested their properties, 1020 and 1026 East Main Street, be rezoned from their current zoning designation of Light Industrial (LI) to Medium Density Residential (R-2). As the properties were originally built for, and have historically been used for, residential housing, it stands to reason the properties should be zoned to allow this type of use. The City's industrial zoning districts do not allow either by right, or, as a use on review, any type of residential housing. Therefore, any existing housing units which are zoned industrial are illegal non-conforming, and would not be allowed to expand or be rebuilt.

Both properties are located north of the Food City at Popkin Field, just east of the Home Trust Bank and Agape Hair Salon Evans Avenue. Zoning to the north of the properties is almost exclusively commercial (Intermediate Business), minus a single lot which was rezoned to R-2 just last year. Industrial zoned housing units extend along East Main Street to the east and west. Blighted vacant industrial sites to the south have been redeveloped in recent years into retail and office space.

1020 East Main Street contains a 1,300 square foot duplex on an 8,800 square foot lot. 1026 East Main Street contains a 1,300 square foot duplex and 400 square foot accessory structure on a 9,800 square foot lot.

### **RECOMMENDATION:**

The Morristown Regional Planning Commission voted to forward this request on to City Council for approval at their July 12<sup>th</sup> meeting.



ORDINANCE NO. \_\_\_\_\_,  
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 034J A 011.00 and 034J A 012.00, from LI (Light Industrial) to R-2 (Medium Density Residential), 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 #'s 034J A 011.00 and 034J A 012.00, being addressed as 1020 and 1026 East Main Street respectively,*

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 R-2 (Medium Density Residential);

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 19th day of July, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed on second and final reading the 2cd day of August, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

**Exhibit A:**





## Project Understanding

Based on the information provided, Mattern & Craig (ENGINEER) proposes the following general Scope of Services, Fee, and Schedule for the reconstruction of Thompson Creek Road, in the City of Morristown (OWNER).

In addition to the services described in Task Order 1 for this project, the ENGINEER will provide engineering services to prepare updated coordinated signal timings for the traffic signal system along Morris Boulevard. This Task Order supplements the services described in Task Order 1.

## Task 4 – Coordinated Signal Timings

The coordinated signal system along Morris Boulevard currently consists of 15 intersections, beginning at Dr. MLK Jr. Boulevard (on the west end), and ending at Pope Road (on the east end). The addition of the proposed traffic signal at Thompson Creek Road creates the need to provide updated coordinated signal timings for the system. To accomplish this, we propose the following scope of services.

### Task 4.1 – Data Collection

Collect all necessary and pertinent information from the OWNER, including existing traffic signal plans and existing timing information (isolated and coordinated) for the system. Obtain 14-hour turning movement counts at the 15 intersections listed above, and at the intersection of Thompson Creek Road.

### Task 4.2 – Analysis & Recommendations

Using the information from Task 4.1:

- Create a base simulation/analysis model, using *Synchro* software.
- Verify the information provided (phasing, timing, lane geometry, signal spacing, speed limits, etc.) through field visits and observation.
- Adjust the simulation model as necessary, to reflect actual field conditions.
- Balance and analyze traffic counts to determine peaks and trends. Develop preliminary coordination schedule.
- Input count data into the simulation model and analyze for coordination potential. Develop coordination plans for peak hours and off-peak hours. Currently, the system utilizes 3 patterns. Make recommendations on phasing changes, geometric changes, etc. necessary to obtain optimal performance. Make recommendations on when to operate in coordinated model versus free run (isolated) mode.
- Prepare a report including timing data sheets and submit to the OWNER for review.
- Address any comments/questions/concerns from the City's review of the Preliminary Report and finalize the report. Submit the Final Report to the OWNER, for use in installing the timing plans.

### Task 4.3 – Project Management, Invoicing, & Meetings

Task 4 Deliverables:                      *Coordinated Timing Plans*

## Information Provided by the Owner

OWNER to provide existing signal plans and timing data for the system.

### Schedule

<u>Task</u>	<u>Milestone</u>
Preliminary Report:	90 days following NTP and receipt of executed agreement

Please note that Engineer has no control over internal OWNER review processes as they relate to approvals and the issuances of notices to proceed.

### Fee and Expenses

<i>Task 1 – Design Services</i>	<i>\$265,000.00</i>
<i>Task 2 – Bidding &amp; Negotiation Services</i>	<i>\$9,000.00</i>
<i>Task 3 – CEI Services (to be negotiated at a later date)</i>	
<b><i>Task 4 – Coordinated Signal Timings</i></b>	<b><i>\$31,000.00</i></b>

**Revised Total:** **\$305,000.00**

The ENGINEER will perform the services described above for the lump sum fees detailed above, to be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice. All permitting, application, and similar project fees will be paid directly by the OWNER.

### Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the City of Morristown's Engineers Joint Contract Documents Committee (EJCDC) Agreement: E-505, Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition. This exhibit is considered Task Order Number 002 for the above referenced contract. As used in the Agreement, "Engineer" shall refer to **Mattern & Craig, Inc.**, and "Owner" shall refer to the **City of Morristown, Tennessee**.

  X   Please ONLY provide a hard copy invoice to the address listed above to the attention of  
  Larry Clark   or provide alternative address).

The Effective Date of Task Order 002 is \_\_\_\_\_, 2022.

OWNER:

ENGINEER:

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

By: Randy W. Beckner

Name: \_\_\_\_\_

Name: Randy W. Beckner, P.E.

Title: \_\_\_\_\_

Title: Chairman of the Board

Engineer License or

Firm's Certificate Number: PE# 101559

State of: Tennessee

DESIGNATED REPRESENTATIVE:

DESIGNATED REPRESENTATIVE:

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

By: Jason Carder

Name: Larry Clark

Name: Jason Carder, P.E.

Title: Assistant City Administrator

Title: Project Manager

Address:

P. O. Box 1499

Morristown, Tennessee 37816-1499

Address:

429 Clay Street

Kingsport, Tennessee 37660

E-mail Address:

lclark@mymorristown.com

E-mail Address:

jacarder@matternandcraig.com

Phone: 423-585-4617

Phone: 423-245-4970

Fax: 423-586-4661

Fax: 423-245-5932

# MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**  
 PO Box 110, Amsterdam, NY 12010  
[HUNTER@MOHAWKLIFTS.COM](mailto:HUNTER@MOHAWKLIFTS.COM)  
 800-833-2006



**HUNTER**  
 Engineering Company

For purchase of Hunter equipment using:

**Sourcewell Contract #**  
**013020-MRL**  
**Valid: 04/14/2020 - 04/30/2026**

**All quoted equipment has been Competitively Bid and Competitively Awarded on Sourcewell Contract # 013020-MRL, and is Guaranteed Best government pricing. Freight, Installation, Training & Training Certificates Included @ No Charge.**

CUSTOMER
David Marshall City of Morristown 619 Howell Rd. Morristown, TN 37813 dmarshall@mymorristown.com 423-585-4662

QUOTE NO	QUOTE DATE
Morristown.HDE32.012822	1/28/2022
Freight Terms:	FOB Destination, Prepaid
Payment Terms:	Net 30
Lead Time:	Model Dependent
Good Through:	February 17, 2022

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	TOTAL
HDE32	Includes no-touch laser vision system, SmartWeight, wheel lift, Spindle-Lok, 3 centering pin kits, Diagnostic Load Roller, TDC Laser System. Mounting adaptors sold separately.	1	\$ 21,553.20	\$ 19,236.12	\$ 19,236.12
20-3758-1	Super set: Contains 20-2274-2 HD truck kit, 20-3116-1 MD Centering Kit, BullsEye collets with storage and 4.5", 6" and 9" mounting cups. Provides complete coverage from Kia to Kenworth. Include Gen IV collet storage kit 56-70-2 Replaces 20-3155-1.	1	\$ 5,415.44	\$ 4,833.25	\$ 4,833.25
20-1207-1	Truck Cone Kit, Extra Large Truck Cone 192-92-2 and Plastic Spacer Ring 46-309-2	1	\$ 228.50	\$ 178.44	\$ 178.44
20-3698-1	Balancer Adjustable Flange Plate	1	\$ 1,342.43	\$ 1,048.35	\$ 1,048.35

**Click here for Mohawk Lifts LLC Form W9:** [mohawklifts.com/w9](http://mohawklifts.com/w9)

**Subtotal** \$ 25,296.16

Sales Tax (if applicable) \$ -

**NOTES:** Jason Pace - jasonpace.hunter@outlook.com

**TOTAL** \$ 25,296.16

**This quotation is subject to the terms and conditions noted on the following page**

### **TERMS AND CONDITIONS**

- 1) This order is subject to the standard terms and conditions of the above named contract and the corresponding master agreement, which are hereby incorporated by reference and accessible at [www.govlifts.com](http://www.govlifts.com).
- 2) The quoted prices have been competitively bid and awarded and are guaranteed to be the lowest government prices.
- 3) Electrical and compressed air connections to equipment are not included on this quotation. Any required concrete or electrical work is to be supplied by an outside contractor or the buyer and is not included in this quote.
- 4) All software pre-installed on, or subsequently released by Hunter for, Hunter equipment is licensed pursuant to the Hunter Engineering Company End User License Agreement ("EULA") accompanying such software. By placing an order for, purchasing, or using Hunter equipment, you acknowledge and agree to be legally bound by the EULA, which is hereby incorporated by reference.
- 5) Each party will agree to defend, hold harmless, and indemnify the other from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the Agreement and/or willful misconduct or negligence.
- 6) The buyer is responsible for inspecting all products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the buyer determine at the time of delivery that any items are damaged or missing the buyer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the buyer has signed the delivery receipt, freight bill, or bill of lading in good condition.
- 7) A fork truck must be supplied at the offload site to unload the equipment from the freight carriers and, if applicable, for installation.
- 8) Price does not include sales tax (unless applicable), duties, brokerage, or any other fees.
- 9) Any and all permits, licenses, fees, etc. are the buyers responsibility

DUNS: 117797939 / CAGE CODE: 8VDK6 / FEIN: 85-3221959 / SMALL BUSINESS SAM REGISTERED

**To place your order using this quotation, please fill in the following required information:**

☐

Same a  
Billing

#### **BILLING INFORMATION**

#### **SHIPPING INFORMATION**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Delivery Hours/Instructions: \_\_\_\_\_

**Acknowledged and Accepted by:**

\_\_\_\_\_  
**Authorized Buyers Name (PRINT)**

\_\_\_\_\_  
**Authorized Buyers Signature**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

**Remit orders to:**

MOHAWK LIFTS LLC

PO Box 110, Amsterdam, NY 12010

[HUNTER@MOHAWKLIFTS.COM](mailto:HUNTER@MOHAWKLIFTS.COM)

**Solicitation Number: RFP#013020****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Mohawk Resources Ltd.**, 65 Vrooman Ave., P.O. Box 110, Amsterdam, NY 12010 (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).

**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 April 13, 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. 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. **FEDERAL TRANSIT ADMINISTRATION.** Sourcewell reserves the right to amend this Contract to include requirements relating to any subsequent changes affecting the use of inter-governmental cooperative purchasing agreements by FTA grant recipients.
- D. **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.
- E. **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.
- F. **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

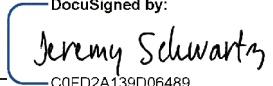


satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative 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

By:   
C0FD2A139D06489...  
Jeremy Schwartz

Title: Director of Operations &  
Procurement/CPO

Date: 4/11/2020 | 6:47 AM CDT

Mohawk Resources Ltd.

By:   
D2A4E6994F644A9...  
Steven Perlstein

Title: President

Date: 4/14/2020 | 10:30 AM MDT

Approved:

By:   
7E42B8F817A64CC...  
Chad Coauette

Title: Executive Director/CEO

Date: 4/14/2020 | 11:32 AM CDT

# RFP 013020 - Vehicle Lifts, with Garage and Fleet Maintenance Equipment

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## Vendor Details

Company Name: Mohawk Resources Ltd  
Address: 65 Vrooman Ave  
PO Box 110  
Amsterdam, New York 12010  
Contact: Steve Perlstein  
Email: orders@mohawkklifts.com  
Phone: 518-842-1431 24  
Fax: 518-842-1289  
HST#: 30-0131596

## Submission Details

Created On: Thursday December 12, 2019 07:53:51  
Submitted On: Wednesday January 29, 2020 10:56:52  
Submitted By: Laurenn Hinkle  
Email: laurennh@mohawkklifts.com  
Transaction #: 388c7fab-9866-4814-8358-cc8593931911  
Submitter's IP Address: 24.97.132.226

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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):	Mohawk Resources Ltd	*
2	Proposer Address:	65 Vrooman Ave PO Box 110 Amsterdam, NY 12010	*
3	Proposer website address:	www.mohawkklifts.com - General www.govlifts.com - Government www.govlifts.com/sourcewell - Sourcewell specific	*
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):	Steven Perlstein, President PO Box 110, Amsterdam, NY 12010 sperlstein@mohawkklifts.com 518-842-1431 ext 24	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Laurenn Hinkle, Contract Administrator PO Box 110, Amsterdam, NY 12010 laurennh@mohawkklifts.com 518-842-1431 ext 37	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Christine O'Reilly, Controller PO Box 110, Amsterdam, NY 12010 christineo@mohawkklifts.com 518-842-1431 ext 25	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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.	<p><b>HISTORY</b> - Since 1981, Mohawk Lifts has manufactured the highest quality and safest vehicle service lifts, offering lift capacities from 7,000 to 240,000 pounds. Mohawk Lifts are proudly engineered, designed, welded, and manufactured in the USA. Mohawk is the leader in the government marketplace, on a federal, state and city level. Mohawk's popularity is based on a combination of multiple and redundant safety systems, design, construction, the most inclusive warranty in the lift industry and lifts that last a lifetime.</p> <p>Mohawk is the government sales arm for Hunter Engineering Company for over 19 years, supplying wheel service equipment (tire changers, wheel balancers, brake lathes, etc.) to all government agencies. Other value-added suppliers such as Gray Manufacturing (portable shop equipment), Westmatic large vehicle washes and Mark VII small vehicle washes. Mohawk's Sourcewell response provides much of the equipment needed in Sourcewell member repair garages.</p> <p><b>VALUES &amp; BUSINESS PHILOSOPHY</b> - Mohawk's business philosophy is to manufacture the best vehicle service lifts that incorporate the least amount of service, lowest cost of ownership and the strongest warranty (25 years on 2 post models). Mohawk is committed to US manufacturing and sourcing all products domestically. Domestic sourcing allows Mohawk to always meet the FTA's (Federal Transit Authority) Buy America requirements. As a two-time Sourcewell awarded vendor, member agencies have all told Mohawk that meeting the FTA requirements and US-made, high quality lifts are important considerations. 90%+ of lifts shipped meet ANSI/ALI ALCTV safety standard for vehicle lifts, yet the Automotive Lift Institute (<a href="http://www.autolift.org">www.autolift.org</a>) only mandates 75% be certified to this North American safety standard for garage lifts.</p> <p>Mohawk serves on the Sourcewell vendor advisory council for input to always build a better cooperative for Sourcewell members, Sourcewell and all awarded vendors. Additionally, Mohawk serves with state fleet groups which aids in Sourcewell state contract adoption.</p> <p><b>VISION</b> - Provide every technician with the safest, most reliable, highest quality lift, proudly Made in America, supported by a highly trained service team providing exceptional customer service and superior knowledge in navigating the government arena.</p> <p><b>MISSION</b> - To thrive as the premium "Made in America" lift manufacturer proactively driving value and innovation as defined by Mohawk customers and Sourcewell members.</p>
8	Provide a detailed description of the products and services that you are offering in your proposal.	<p><b>VEHICLE SERVICE LIFTS</b> - two post lifts (light, medium and heavy duty), four post lifts, mobile column lifts, vertical rise lifts, parallelogram lifts and optional accessories that make the lifts more usable and versatile. Mohawk's offering services the smallest passenger cars or turf maintenance equipment up to the largest fire apparatus in the members' fleets. See Table 2, Exhibit 1 for a product overview of all Mohawk lifts. For product specific (lift type) brochures and other lift marketing print material, please visit <a href="http://www.mohawklifts.com/brochures">www.mohawklifts.com/brochures</a>.</p> <p><b>WHEEL SERVICE EQUIPMENT</b> - tire changers, wheel balancers, brake lathes, wheel aligners, inspection systems and optional accessories for all vehicle types.</p> <p><b>PORTABLE SHOP EQUIPMENT</b> - floor jacks, jack stands, tire dollies, shop presses and fluid handlers</p> <p><b>VEHICLE WASH EQUIPMENT</b> - heavy duty (large vehicles) &amp; light duty (cars) washes</p> <p>Mohawk has provided this complementary garage equipment since the first Sourcewell (then NJPA) award ten years ago.</p>
9	What are your company's expectations in the event of an award?	<p>If awarded, Mohawk's expectation as an awarded vendor (for the third time) is to have a contracting vehicle that meets the Terms and Conditions of government agencies across the United States, which can again be adopted by the states of TX, NY, OH, GA, MA, MD &amp; NE. The contract will again be successful for Sourcewell member agencies, Sourcewell and Mohawk in delivering solutions for lift and fleet maintenance equipment to government garages nationally. A properly executed contract will assist Sourcewell member garages with volume pricing to save procurement time and dollars.</p>

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.	<p>Mohawk is a financially strong, debt free, 39-year-old manufacturer that owes no bank debt, including a \$0 balance on our line of credit. See Table 2, Exhibit 2 for letters of reference from Mohawk's bankers.</p> <p>Mohawk has minimal overhead as we occupy a fully paid factory with no debt. Mohawk is a privately held \$28M company with annually audited financial statements. If copies of financial statements are needed for evaluation purposes, they will be released with the request that they are for confidential Sourcewell in-house use only, and will not be shared under any freedom of information requests from other government agencies, competitors or associated companies.</p> <p>An example of Mohawk's financial strength, on November 9, 2014 Mohawk suffered a \$1.9M fire loss causing our paint booth to be shut down for 15 weeks and welding operations to cease for six days. During this period, Mohawk's insurance company had yet to reimburse Mohawk for plant restoration, yet no Sourcewell customer had a late delivery nor did any Sourcewell member cancel a PO based on Mohawk's inability to deliver in the timeframe of the T's &amp; C's of the contract. Being a proactive vendor, Mohawk notified our Sourcewell contract administrator immediately just in case lifts did not meet the delivery schedule promised to members.</p>	*
11	What is your US market share for the solutions that you are proposing?	<p>Mohawk is a small manufacturer representing only a single digit percentage of the North American lift market. The lift marketplace includes car dealers, repair shops, home-hobbyists, automotive franchise repair shops, private sector fleets and government fleets. However, in the government marketplace Mohawk is the leader, providing more lifts and equipment than other lift vendors.</p> <p>Proof of Mohawk's leadership in the government marketplace can be seen on public spend reporting compared to other lift vendors. See Table 2, Exhibit 3 for GSA and NASPO reported spend by contractor. Further, Mohawk has established more state participation agreements than any other lift vendor. Mohawk's current Sourcewell contract has seven state adoptions, Mohawk's current NASPO ValuePoint contract has 28 state participating agreements and some states have adopted Mohawk's GSA contract. No lift company has more MAS contract awards than Mohawk.</p>	*
12	What is your Canadian market share, if any?	As a percentage of the total lift market (reported to Mohawk as a member of the Automotive Lift Institute), the Canadian marketplace is not broken out from US sales. From 39 years of experience, the Canadian market is approximately 10% of the US market & Mohawk's Canadian sales account for slightly less than 10% of domestic US sales. Still, Mohawk is a single digit percentage provided to the Canadian marketplace, yet much larger in the government marketplace.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Mohawk Resources Ltd has never filed a petition for bankruptcy protection.	*



14	<p>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.</p> <p>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?</p> <p>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?</p>	<p>Mohawk is both a manufacturer of vehicle service lifts &amp; related shop equipment as well as a distributor with other garage equipment manufacturers in a long-term joint venture relationship.</p> <p>a) Evidence of Mohawk's leadership with others joint venture partners on the Sourcewell contract can be found at <a href="http://www.govlifts.com/Sourcewell">www.govlifts.com/Sourcewell</a>. This website shows the different suppliers Mohawk is currently partnered with to provide equipment and services (installation, service, maintenance, inspection). Mohawk's federal GSA contract (<a href="http://www.gsaadvantage.gov">www.gsaadvantage.gov</a>) shows the inclusion of Hunter wheel service equipment as does the NASPO ValuePoint contract (<a href="http://www.naspovaluepoint.org">www.naspovaluepoint.org</a>). See Table 2, Exhibit 4 for letters from Hunter Engineering and Westmatic acknowledging their desire to again have Mohawk be the lead on the Sourcewell contract.</p> <p>The dealer network is an independently owned dealer network. These nationwide independent representatives are assigned specific geographic sales territories. Mohawk's value-added supplier partners follow the same business model of independent representatives with the exception of Westmatic (large vehicle washers), who employs their own factory direct sales, service and installation people.</p> <p>b) As a manufacturer of vehicle service lifts, the relationship between Mohawk and our national sales and service network is that of independent businesses working together to serve Sourcewell members purchasing through the Sourcewell award. Educating all resellers has proven to be a key to success. All resellers are trained on how to use the Sourcewell contract. Resellers view Mohawk's Sourcewell contract as a valuable contracting vehicle and the best way to conduct business in the government sector without the man-hours, bonding, paperwork and tying up business receivables (based on government agencies not paying upon installation as do private sector shops). The representatives of Mohawk's (and other supplier partners) sales force acknowledge that Mohawk has done all the heavy lifting once a contract is awarded and that Mohawk is the vendor of record. The "feet on the street" salesforces of Mohawk and supplier partners are all trained on using the Sourcewell contract to provide the best, most efficient service to Sourcewell member agencies while serving the members of Sourcewell and completing sales transactions. Dealers are always invited and encouraged to attend the Sourcewell GTKU as well as the Sourcewell U classes, which many have done since the award of the first contract.</p>	*
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.	<p>None of the offered products requires a license, however, over 90% of all Mohawk lifts are certified by the Automotive Lift Institute (<a href="http://autolift.org">autolift.org</a>) to meet ANSI/ALI ALCTV standard. ANSI/ALI ALCTV is the one and only nationally recognized safety standard for vehicle lifts and related lift accessories.</p> <p>Some lift companies specialize in one lift type to meet the demands of only a single vertical market. Mohawk offers a full range of lifts with the widest variety of lift options to make all lifts more versatile to service a wider range of vehicles and specialty equipment.</p>	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None. Mohawk has never been suspended or debarred from doing business with any government agency.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>VEHICLE LIFTS – two post, four post, mobile column, vertical rise, parallelogram, scissor, alignment lifts</p> <p>WHEEL SERVICE EQUIPMENT - tire changers, wheel balancers, brake lathes, wheel aligners, inspection systems</p> <p>PORTABLE SHOP EQUIPMENT - floor jacks, jack stands, tire dollies, shop presses, fluid handlers</p> <p>VEHICLE WASH EQUIPMENT - heavy duty (large vehicles) &amp; light duty (cars) washes</p> <p>GARAGE/REPAIR SHOP EQUIPMENT – transmission lifting tables, jacking beams, rolling jacks</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> <li>• Sourcewell Legendary Leadership Award: "Exemplifying courage &amp; exceptional leadership, forging the pathway to success for others to follow" (Table 3, Exhibit 1)</li> <li>• NASPO first ever Vendor of the Year Award (Table 3, Exhibit 2)</li> <li>• SBA (U.S. Small Business Administration) Runner up in the SBA Top 10 Small Business Awards (Table 3, Exhibit 3)</li> <li>• 6x winner of Motor Magazine Top 20 Tools annual award (Table 3, Exhibit 4) for lifts or lift options</li> <li>- Swing arm safety guard</li> <li>- Speedlane</li> <li>- Weight gauge</li> <li>- USL- 6000 Universal scissor lift</li> <li>- Wheel engaging lift adapters</li> <li>- P-7 Portable Lift</li> <li>• Awarded vendor of the Sourcewell contract for two 5-year terms</li> <li>• Multi-time awarded vendor of federal GSA schedule since 1987</li> <li>• Awarded vendor of NASPO ValuePoint contract for two terms (2007-2016 and again 2017-2022)</li> <li>• Eight-time awarded vendor of HGAC contract since 2005</li> <li>• State adoptions of the Sourcewell award in NY, MA, MD, NE, GA, TX and OH, representing over 26% of the total US population</li> <li>• Several DoD (Department of Defense) National Stock Numbers (NSN's, also known as NATO stock numbers) for Mohawk and Hunter. To receive an NSN, a manufacturer must loan (at no cost) a DoD facility the lift for one year of testing. After initial installation and training, no contact can be made with the base or shop personnel while they conduct testing, assuring an impartial evaluation, which results in the assignment of an National Stock Number. Mohawk has eight different lift models that have received a coveted NSN number and Hunter has seven. <a href="https://govlifts.com/mohawk-lift-national-stock-numbers-n-s-n/">https://govlifts.com/mohawk-lift-national-stock-numbers-n-s-n/</a></li> <li>• Awarded four US Patents by the United States Patent &amp; Trademark Office (USPTO) related to lifts; lift safety, versatility, speed and technician efficiency. See Table 3, Exhibit 5 for product brochures. The patents are:               <ul style="list-style-type: none"> <li>- Turf Kit (allows an automotive lift to instantly become a turf maintenance service lift)</li> <li>- Speedlane (allows a two post frame engaging lift to become an instant drive-on lift)</li> <li>- Wheel engaging Adapter (allows a two post frame engaging lift to instead lift by the tires)</li> <li>- Hydraulic safety synchronization (additional redundant safeties beyond the ANSI/ALI ALCTV safety standard)</li> </ul> </li> <li>• Mohawk is the acknowledged industry sales leader to the government marketplace</li> <li>• Mohawk lifts are in use at NASA, Space-Ex, NASCAR, Rolls Royce, Boeing, AT&amp;T, Verizon, Disney, Universal Studios, The Secret Service and many other and government agencies. See Mohawk lifts in the Presidential Limo Garage Lift at <a href="http://www.youtube.com/watch?v=c87fzm8Jqu4">www.youtube.com/watch?v=c87fzm8Jqu4</a>. Some custom lift applications can also be seen in Table 3, Exhibit 6.</li> </ul>	*
19	What percentage of your sales are to the governmental sector in the past three years	Mohawk's sales to government vs. private sector (car dealers, repair shops, service stations, homeowners, and industry) are approximately 25-30% government vs. 70%-75% private sector fleets. When combined with our value-added suppliers, Mohawk's total government sales increase to approximately 60%.	*
20	What percentage of your sales are to the education sector in the past three years	The split is 72% to the government sector and 28% to the education sector of total government sales.	*
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?	<p>Sourcewell awarded vendor for two 5-year contracts (2010 &amp; 2015)</p> <p>2019 - \$7,244,899 2018 - \$5,680,315 2017 - \$6,574,161</p> <p>NASPO awarded vendor for one 10-year contract (2007) and one 5-year contract (2017)</p> <p>2019 - \$5,977,825 2018 - \$4,094,547 2017 - \$2,021,664</p> <p>HGAC awarded vendor for eight 2-year contracts (2005, 2007, 2009, 2011, 2013, 2015, 2017, 2019)</p> <p>2019 - \$499,470 2018 - \$703,449 2017 - \$223,945</p>	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA Contract #GS-07F-207AA</p> <p>2019 - \$1,917,751 2018 - \$1,685,320 2017 - \$1,771,005</p> <p>The above figures represent calendar year sales unlike Table 2, Exhibit 2, which represents federal fiscal year sales.</p>	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
State of Alaska  See Table 4, Exhibit 1 for reference/testimonial letters	Jason Soza	907-723-8586	*
State of Delaware Department of Transportation  See Table 4, Exhibit 1 for reference/testimonial letters	George Unkle	302-760-2407	*
United States Department of Defense  See Table 4, Exhibit 1 for reference/testimonial letters	Eric Adams	518-355-0425	*
New York City Department of Sanitation (DSNY)	Rocky D'Rico Deputy Commissioner	646-235-3165	
New York City Police Department (NYPD)	Robert Martinez Deputy Commissioner	646-610-7397	

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 *	
Metropolitan Atlanta Rapid Transit Authority (MARTA)	Government	Georgia - GA	Westmatic vehicles washers Mohawk two post lifts Installation	\$713,000 \$46,000 \$42,500	\$801,500	*
Orange County Public Works	Government	California - CA	Mohawk vertical rise lift Hunter wheel service equipment Installation	\$121,500 \$72,500 \$8,500 \$6,000	\$208,500	*
Pinellas Suncoast Transit Authority	Government	Florida - FL	Mohawk parallelogram lifts Hunter wheel service equipment Installation	\$52,000 \$250,500 \$13,000 \$182,000 \$8,000	\$505,500	*
School Board of Miami-Dade County	Education	Florida - FL	Westmatic vehicle washers Mohawk parallelogram lift Hunter wheel service equipment Installation	\$14,000 \$238,000 \$110,000 \$238,000 \$226,500	\$826,500	*
USPS (Multiple Locations)	Government	District of Columbia - DC	Mohawk two post lifts Mohawk four post lifts Mohawk mobile column lifts Hunter wheel service equipment Installation	\$23,500 \$7,000 \$5,000 \$13,000 \$8,500 \$8,500 \$6,500 \$8,500 \$7,000 \$7,000 \$6,500 \$1,000 \$73,000 \$8,500 \$8,500 \$4,000 \$9,000 \$7,000 \$8,500 \$9,000 \$9,500 \$4,500 \$6,500 \$3,000 \$9,000 \$9,000 \$232,000 \$9,000	\$512,000	*

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 *
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25	Sales force.	<p>Mohawk has an in-house sales staff dedicated to selling Mohawk Lifts and assisting our national resellers and other supplier partners through the Sourcewell contract. All in-house sales staff has attended the Sourcewell GTKU's, four have attended Sourcewell U and two senior staffers have attended H2O on multiple occasions.</p> <p>Mohawk's external sales force consists of 141 different independent dealers and/or resellers, each responsible for their own geographic area. This group continues to grow with newly trained, stocking resellers in Minnesota, Sacramento, Virginia and Maryland, all having recently joined Mohawk within the past seven months. Dealers have inventory of the most popular lifts which speeds delivery to Sourcewell members.</p> <p>Mohawk's government sales training is extensive for Mohawk in-house sales staff, dealer reps and the sales reps of other value-added suppliers. Each supplier partner has its own specific sales forces ranging from 440 independent sales reps of Hunter Engineering to Westmatic's national sales staff, who handle Sourcewell member sales in coordination with Mohawk's in-house sales staff.</p>	*
26	Dealer network or other distribution methods.	<p>Mohawk's dealer network is assigned sales leads by geographic area and tracked through Mohawk's CRM program. Dealers receive detailed government sales training, continual webinars, and a regular stream of government-oriented sales memos and trade magazine stories about cooperative procurement to ensure proper use of the Sourcewell contract. For example, Mohawk made 23 trips to Hunter headquarters, drove to three regional locations, and held after-hours sessions at tradeshow and seminar to train the 31 different Hunter regions in 2018.</p> <p>Mohawk's standard practice, prior to accepting a PO from most government customers, is a visit to the facility by a trained sales representative. During the visit, the rep performs a site and fleet survey to verify the lift (or other equipment) is correct for the vehicles in the fleet and that the equipment fits the facility, with adequate concrete on the garage floor to safely install a lift, adequate electricity to operate the lift and plenty of ceiling height with no obstructions to fully raise all vehicles.</p> <p>Mohawk resellers are dedicated to selling Mohawk lifts. These national resellers are stocking resellers of the most popular lifts. Stocking resellers allow for immediate delivery and installation after a Sourcewell member purchase order is issued. To maintain contract compliance and assure Sourcewell administrative remittance fees, all purchase orders are issued to Mohawk, as the vendor of record, and then the reseller's local inventory is accessed to deliver the lift.</p> <p>Less common "built to order" (BTO) lifts can require 120-150 days lead time after receipt of order and are not locally stocked. It is not a lift industry standard for resellers or manufacturers to have built to order lifts in inventory.</p>	*
27	Service force.	<p>Mohawk is committed to providing prompt and reliable service nationally. Prompt service responses are a mandate of all multiple award schedules. This service standard is achieved using a collaborative service approach which coordinates our in-house service department with our network of authorized service providers.</p> <p>Mohawk's dealer network and service depots provide valuable service support to Mohawk's customers nationally. These service depots, like most all garage equipment manufacturers, are independent businesses contracting their services (installation, inspection, repairs and maintenance) to various equipment manufacturers and their customers. This network is a vital part of ensuring all of Mohawk's customers receive prompt and reliable service from a local service provider.</p> <p>Mohawk's parts department is committed to fulfilling parts orders within 24 hours. All replacement parts are readily available for routine orders through Mohawk or an authorized service depot. A list of the most common parts with pricing is available at <a href="http://www.mohawklifts.com/commonparts">www.mohawklifts.com/commonparts</a>. Mohawk also maintains a dedicated website of operation manuals, parts, service, installation and troubleshooting at <a href="http://www.mohawklifts.com/ops">www.mohawklifts.com/ops</a>.</p> <p>Each of our supplier partners has its own service force ranging from as many as 400+ independent service reps of Hunter Engineering to as small as Westmatic's national service staff who handle all installation, maintenance and repair service needs of Sourcewell members.</p>	*



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.	<p>Mohawk's customer service procedure provides organizational guidance on how to handle customer inquiries and/or issues. Mohawk has protocols for gathering customer information and fielding the inquiry to the appropriate internal department. For example, if the inquiry is regarding the purchase of a lift or questions about a lift and/or options, the inquiry is forwarded to Mohawk's in-house sales team and/or local dealer. If the nature of the customer contact is operational, technical or requires service, the customer is forwarded to our service department. If the customer contact regards ordering a replacement part, the customer is sent to our parts department. General customer service questions, such as order status or delivery information, are fielded by our sales support staff. Mohawk's in-house staff then coordinates with the local dealer to facilitate customer service and address any sales or service needs.</p> <p>Mohawk believes in providing prompt attention and timely responses to all customer inquiries. Most inquiries are resolved the same business day. For those that require additional time or attention, Mohawk has follow-up protocols to ensure the task is completed to full customer satisfaction.</p> <p>Mohawk encourages all office and production staff to take "ownership" of their work and believes in incentivizing employees to maintain high quality products and service. Mohawk measures performance through service calls, missing parts orders and/or production delays. When goals are reached, Mohawk rewards employees with company luncheons, branded apparel items and other giveaways. See attached photo of Mohawk employees in their new jackets at the most recent company luncheon in January 2020 (Table 6, Exhibit 1).</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas or market segments of the United States or Canadian markets not served. Nationwide sales, service and installation are a requirement of Mohawk's GSA contract. This sales & service area includes Alaska, Hawaii and all Canadian provinces.	*
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?	There are no member sectors or market segments where the Sourcewell contract will not be fully promoted and utilized. Mohawk has a ten-year proven performance record of business promoting the Sourcewell contract and serving Sourcewell members from states, political subdivisions, higher education and other government and educational sectors. Mohawk serves three other cooperatives, yet Sourcewell is the preferred contract nationally. There are no limitations imposed by other government contracts.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	No contract requirements or restrictions apply to Sourcewell members in Hawaii, Alaska and US territories with the exception of additional shipping charges beyond the 48 continental US states, as detailed in question 60.	*

**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.	<p>Mohawk's marketing materials include:</p> <ul style="list-style-type: none"> <li>• A dedicated Sourcewell website <a href="http://www.govlifts.com/Sourcewell">www.govlifts.com/Sourcewell</a>.</li> <li>• Sourcewell contract quote template with Sourcewell logo, contract number, effective date (Table 7, Exhibit 1) that is used by all distributors and posted on a secure, internal Mohawk Extranet and CRM. The Sourcewell template is also used by all Mohawk value-added suppliers.</li> <li>• Trade magazine stories on cooperative procurement that feature Sourcewell and its website. See Table 7, Exhibit 2 for some cooperative procurement articles examples.</li> <li>• Sourcewell tri-fold brochures for Mohawk, Hunter and Westmatic, distributed by Mohawk resellers and value-added supplier resellers to prospective buyers (Table 7, Exhibit 3).</li> <li>• Promotion of the Sourcewell contract at several of the industry trade shows (Table 7, Exhibit 4).</li> <li>• Joint Hunter/Mohawk abbreviated product catalog with an educational cooperative procurement article that highlights the different multiple award schedule (MAS) contracts (Table 7, Exhibit 5).</li> <li>• Sourcewell logo on all Mohawk distributed brochures. See circled Sourcewell logo on last page of brochure (Table 7, Exhibit 6). All brochures are also available on <a href="http://www.mohawklifts.com/brochures">www.mohawklifts.com/brochures</a>.</li> <li>• To promote state adoptions of the Sourcewell contract, Mohawk attends certain state government fleet and state purchasing seminars.</li> <li>• Sourcewell co-exhibits with Mohawk and Hunter at the Work Truck Show in Indianapolis, based on a multi-year waiting list and Sourcewell's inability to get booth space (Table 7, Exhibit 7)</li> <li>• Fiscal year-end marketing mailers and email blasts</li> </ul>	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Mohawk's Sourcewell website, <a href="http://www.govlifts.com/Sourcewell">www.govlifts.com/Sourcewell</a>, displays all details of the Sourcewell contract (Table 7, Exhibit 8). This simple website is geared to the automotive technicians and fleet directors who are the start of the member purchasing process. On this page, Sourcewell members can see:</p> <ul style="list-style-type: none"> <li>• A complete listing of products, part numbers and descriptions</li> <li>• List price and discounted and delivered pricing under contract</li> <li>• Links to the specific product, enabling Sourcewell members to read more about the specific product</li> <li>• A full set of contract terms and conditions (freight terms, payment terms, quantity discounts, lead times, etc.)</li> <li>• A member search tool</li> <li>• A link to an online Sourcewell member application</li> <li>• AASA letter of endorsement</li> <li>• Other government-oriented information and resources (left side navigation area) applicable to government users, such as MEEP evaluations, NSN's, NAVFAC letter, etc.</li> </ul> <p>RE: <a href="http://www.govlifts.com/Sourcewell">www.govlifts.com/Sourcewell</a> Public procurement should always be crystal clear &amp; transparent. Mohawk feels it's important to give Sourcewell members full pricing transparency. Mohawk's website links to the Sourcewell award to make members more comfortable in using Mohawk as the awarded Sourcewell vendor. On occasion, non-awarded competitors of different brands view Mohawk's prices and then provide a proposal as little as .01 cent less (i.e., NH Dept of Corrections). Mohawk sometimes loses to these non-awarded suppliers, yet their prices don't account for the Sourcewell administrative remittance.</p> <p>Mohawk uses a variety of digital and electronic marketing method to reach government customers. This includes:</p> <ul style="list-style-type: none"> <li>• Sourcewell contract in e-blasts sent to opt-in subscribers of trade magazines, such as Fleet Maintenance, Government Fleet and American City &amp; County.</li> <li>• E-blasts to Mohawk's proprietary government database, which feature the contract and links back to the Mohawk/Sourcewell webpage,</li> <li>• All Mohawk resellers and value-added supplier resellers bookmark Mohawk/Sourcewell webpage on their smart phones or tablets</li> <li>• Mohawk uses a Sourcewell specific quote template.</li> <li>• All brochures include the Sourcewell logo (digital editions) <a href="http://www.mohawklifts.com/brochures">www.mohawklifts.com/brochures</a></li> <li>• Additional photos of each product in use featured on Mohawk's photo website at <a href="http://www.mohawklifts.com/pics">www.mohawklifts.com/pics</a></li> <li>• Detailed specifications can be accessed at <a href="http://www.mohawklifts.com/specs">www.mohawklifts.com/specs</a></li> <li>• Mohawk lift common parts can be found at <a href="http://www.mohawklifts.com/commonparts">www.mohawklifts.com/commonparts</a></li> <li>• Operations, installation, troubleshooting and maintenance manuals can be seen at <a href="http://www.mohawklifts.com/ops">www.mohawklifts.com/ops</a></li> <li>• A secure site for Mohawk resellers is <a href="http://www.mohawklifts.com/extranet">www.mohawklifts.com/extranet</a></li> <li>• Constant Contact for communicating with all government customers</li> <li>• Fiscal year-end marketing e-blasts to facilitate fiscal year-end sales ("Use It or Lose It" funds) and promote next year's purchase</li> </ul> <p>Mohawk maintains a presence on the following social media platforms:</p> <ul style="list-style-type: none"> <li>• Facebook - <a href="https://www.facebook.com/mohawklifts/">https://www.facebook.com/mohawklifts/</a></li> <li>• Twitter - <a href="https://twitter.com/MohawkLifts1981">https://twitter.com/MohawkLifts1981</a></li> <li>• Linked In - <a href="https://www.linkedin.com/company/mohawk-lifts/?viewAsMember=true">https://www.linkedin.com/company/mohawk-lifts/?viewAsMember=true</a></li> <li>• YouTube - <a href="https://www.youtube.com/user/mohawklifts/videos">https://www.youtube.com/user/mohawklifts/videos</a></li> </ul> <p>With 26.6k followers on Facebook, Mohawk ranks #2 in the number of followers of all lift companies (Table 7, Exhibit 9). Mohawk also has a high user engagement percentage in respect to other lift companies on LinkedIn. Mohawk's social media icons listed on all website pages, which has increased following and customer engagement (Table 7, Exhibit 10).</p> <p>Mohawk uses various types of pay-per-click, digital media advertising, such as Google Adwords or Facebook Sponsored Ads to promote digital engagement.</p>
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34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>The Sourcewell contract is a sales tool to facilitate government sales nationally. The Sourcewell staff provides assistance when needed and Sourcewell videos help our sales teams and member agencies understand the contract process. Sourcewell's national advertising through print, online and at trade shows further promotes brand awareness of the contract. The Sourcewell website helps agencies become members and makes it easy for dealer sales reps to help increase membership, therefore providing purchasing solutions to government agencies (vs. having to go out to bid).</p> <p>Integration of a new Sourcewell award means re-establishing the current Sourcewell state adoptions. Mohawk has the proven ability to convert states and cultivate new state adoptions. For example, New York, Nebraska and Georgia were once NASPO-based state contracts but Mohawk converted these states to a Sourcewell-based contract. Massachusetts had a long-standing state vehicle lift contract, yet adopted the Sourcewell contract instead of going out to bid. Ohio and Texas were long-term GSA-based contracts and these states have now switched to the Sourcewell contract as a basis of award. Maryland also adopted the Sourcewell award to establish its first-ever vehicle lift contract.</p> <p>Once awarded a contract, Mohawk's responsibility is to proactively market and sell using the contract vs. expecting the phone to "ring with orders." Mohawk is a manufacturing and marketing firm that markets our awarded Sourcewell contract.</p> <p>Mohawk takes advantage of the H2O conference by sending a representative for continued learning, networking and strategizing with other vendors. At times, Mohawk has been empaneled by Sourcewell to help other Sourcewell vendors with the success of their contract. Steve Perlstein is also a member of the Sourcewell vendor advisory council.</p>	*
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.	E-procurement is not available because Mohawk products do not "fit" an e-procurement ordering process. It is not feasible because Mohawk's dealer network conducts site and fleet surveys, which cannot be done on an e-procurement site. The site survey assures the lift being ordered will fit the facility (track lengths, ceiling height, floor thickness, etc.) while the fleet survey assures that the equipment being considered is the proper style, type and capacity for the member agency's application.	*

**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.	<p>Some members order lift installation. If ordered, Mohawk's area reseller will install the lift and train the technicians on proper use and operation of the equipment.</p> <p>After the sale, should a Sourcewell member require additional training for a new technician, an annual ANSI-required lift inspection, or annual operator training (also required under the ANSI safety regulations), the Mohawk dealer network provides these services.</p> <p>For Hunter products, the contract price includes technician training. The most popular Hunter products purchased through Mohawk include advanced technician training vouchers (training certificates) to attend high level training classes at one of 33 national training sites.</p> <p>Other value-added supplier partners have varying degrees of training, ranging from the Westmatic bus washers which include operator and in-house maintenance staff training to Gray floor jacks which require no training (jacks are shipped assembled and ready to use).</p>	*

37	Describe any technological advances that your proposed products or services offer.	<p>Mohawk's technological advantages relate to added operator safety, greater versatility, increased efficiency and productivity and the ability of Mohawk lifts to fit where others will not. Examples include:</p> <p>a) Speedlane* – This option allows a two post frame engaging lift to become an instant drive-on lift. The Speedlane increases efficiency and productivity because technicians no longer have to position each swing arm under the lifting points of a car, meaning vehicles get in and out of the shop faster. The Speedlane also provides a more secure lifting platform. The increased safety of the Speedlane is popular amongst Vo-Tech teachers who instruct inexperienced students that may be less careful than experienced technicians in proper swing arm placement. (Table 8, Exhibit 1)</p> <p>b) Turf Kit* – This option allows an automotive lift to instantly become a turf maintenance service lift versus the need to purchase a dedicated turf maintenance only lift. No turf lift will service a car and Mohawk's turf kit provides the versatility to service both in a single lift. The turf kit is important to Sourcewell members as so many service vehicles and turf maintenance equipment. (Table 8, Exhibit 2)</p> <p>c) Wheel Engaging Adapters* – This option allows a two post frame engaging lift to convert to a wheel engaging lift in less than five minutes, allowing the vehicle to be raised by the tires. This reduces the set-up time of a technician positioning the swing arms each time a vehicle is raised and increases operator safety. This option also creates an ideal vehicle storage lift. (Table 8, Exhibit 3)</p> <p>d) Hydraulic Safety Synchronization* – This standard two post lift feature provides additional redundant safeties beyond ALI safety standard and allows for installation of lifts where other lifts will not fit. Hydraulic synchronization eliminates the need for wire ropes to raise and lower lifts, allows for in-floor hydraulic lines that leave a clear floor and clear overhead work area, and permits a Mohawk lift to be installed wider or narrower than standard to accommodate end users' diverse needs. (Table 8, Exhibit 4)</p> <p>e) Weight Gauge* – This option verifies the technician has lowered the lift onto the mechanical load holding devices (locks), providing added safety. The weight gauge can also be used as a diagnostic tool to indicate a lift is overloaded, i.e., an 11,000 lb. truck on a 10,000 lb. rated lift, or a vehicle is overloaded. (Table 8, Exhibit 5)</p> <p>f) Mohawk's options are designed to service the broadest range of vehicles. If an option doesn't have the capacity to raise the vehicle, it's a worthless option. For example, a Mohawk mobile column lift fork truck adapter has a 26,000 lb. capacity. Other companies rate this option at 6,000 or 7,500 lbs. yet very few fork lifts weigh only 7,500 lbs. (Table 8, Exhibit 6, top center photo).</p> <p>A second example, in 2017 at the NTEA Work Truck Show (attended by Sourcewell), Mohawk learned every GM truck dealership needed a 25,000 lb. capacity lift. Mohawk already offered several lifts to satisfy this requirement. At the time, the front to rear mobile column bumper adapters were only certified at 24,000 lbs. Mohawk chose to re-certify at 26,000 lbs. to meet the markets' needs. Mohawk would not have had this info early had we not been a ten-year exhibitor of the Work Truck Show. No other lift manufacturer offers this option in a 26,000 lb. capacity. (Table 8, Exhibit 6, top left photo).</p> <p>g) Mohawk's Engineering Department designs custom/specialized equipment, lifts or options to meet the diverse needs of end users. For example, Mohawk designed a custom length four post drive-on lift with extra capacity for Sourcewell member, New York City Fire Department (Table 8, Exhibit 7).</p> <p>h) As the sole source lift supplier to General Motors facilities (not dealerships but GM headquarters) and specific divisions such as GM Experimental Engineering, Ford HQ and Mercedes, Mohawk is kept abreast of forthcoming technological changes. The vehicles in these facilities are ten years away from being introduced. As such, when a future vehicle requires a modification to the lift, Mohawk knows these changes will be needed for new vehicles. For example, in 2018 GM pick-up trucks required a special lift pad. These new pads were designed and shipped by Mohawk many years before the new model truck became available to the public. See Table 8, Exhibit 8 circled image of the GM style lift pad.</p> <p>*No other company offers these ALI certified lift options or in the needed capacities.</p>
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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.	<p>There are no green certifying agencies for vehicle lifts. However, Mohawk manufactures lifts that last much longer than other lifts to reduce the amount of replacement lifts, parts and waste/scrap directed into landfills. Mohawk utilizes many green initiatives in the manufacturing and packing processes, including reusing and recycling of shipping materials and components, high efficiency lighting and heating, low VOC paint systems, energy efficient compressed air equipment, streamlined and reusable packaging methods and sourcing from local suppliers, among others. See Mohawk's Sustainability Initiatives brochure that discusses product lifecycle, supply chain management, facility and people, and recycling and waste (Table 8, Exhibit 9). Below are some examples:</p> <p>a) Reducing the amount of replacement parts and wear/maintenance items added to the waste stream by building the best lifts with no wear components.</p> <p>b) Manufacturing long lasting lifts with a 25-year warranty (versus two years) so the lift doesn't go to the steel recycling yard. The more expensive initial price also means the lowest cost of ownership of any lift. TCO or Total Cost of Ownership is the measure by which fleet managers select vehicles, and the same way they select vehicle lifts.</p> <p>c) Ensuring the smallest possible amount of packaging material on each lift as packaging material ends up in the landfill. For example, a 10,000 lb. capacity two post lift that weighs 2,500 lbs. has less than 10 lbs. of trash. See Table 8, Exhibit 10 for comparative photos of Mohawk vs. competitor 10,000 lb. capacity two post lifts packaging waster.</p> <p>d) Reusing shipping brackets on mobile lifts in exchange for free weight gauge option on the lifts (saves steel, uses less power, less welding smoke, less paint) and designing shipping brackets on all two post lifts to serve as a secondary purpose of a lift component (a carriage stop). See Table 8, Exhibit 11 for DelDOT example regarding shipping tube recycling credit.</p> <p>e) Recycling all pallets, plastic, cardboard and paper waste generated in the factory and office.</p> <p>f) Eliminating cardboard waste by implementing a system of shipping reusable wire containers to and from suppliers.</p> <p>g) Sourcing all US-made steel and locally sourcing machine shop components with US steel, thus saving on transportation costs and assuring quality components.</p> <p>h) Recycling all steel, electric motors and hydraulic cylinders to keep as much as possible out of the landfills.</p> <p>i) Re-lighting the entire Mohawk factory with high output/low energy LED lighting and replacing old wood covered windows with glass to "harvest" daylight.</p> <p>j) Installing 15 high efficiency heaters that use 1/3rd the natural gas as the old units.</p> <p>k) Replacing a factory air compressor with a low energy rotary screw air compressor.</p> <p>l) Implementing a new paint system for a more durable finish with a lower VOC (volatile organic compound) paint.</p> <p>m) Working with NYSERDA (New York State Energy Research and Development Authority) for investments to lower Mohawk's monthly energy usage.</p>	*
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.	<p>There are no third-party certifications for steel manufactured products nor are there third-party lifecycle testing labs that issue green certifications. Even with efforts detailed in Question 38, there are no "green certifying agencies" that can award Mohawk (a steel fabricator) with the "green" certification or rating.</p> <p>However, as a manufacturer, Mohawk meets New York's strict environmental laws, including welder breather respirators. Mohawk's General Manager, James Landi, is an MBA graduate of Cornell University Global Sustainable Enterprise, who continually seeks new ways to increase Mohawk's sustainability and reduce Mohawk's impact on the environment.</p>	*



40	<p>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.</p>	<p>Mohawk is a federally certified small business.</p> <p>For nine years, until recent changes in zoning by the federal government, Mohawk was a federally certified HUB Zone manufacturer, meaning Mohawk was in an urban industrially under-utilized economic area.</p> <p>Mohawk participates with women owned businesses and minority owned businesses as qualified by different state agencies, which include New York, Pennsylvania, Washington, North Carolina, South Carolina and Virginia, among others.</p> <p>Mohawk purchases steel from a local, New York certified SDVOSB (Service-Disabled Veteran Owned Small Business). Mohawk's human resources and sales consulting firms, printing company and promotional clothing supplier are also certified disadvantaged businesses. Mohawk's Commonwealth of Massachusetts and New York State contracts mandate an annual percentage of MBE/WMBE business participation. Mohawk has always exceeded the MA and NY (both Sourcewell adoptions) socio-economic mandates.</p>
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41	<p>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?</p>	<p>Mohawk offers the following unique lift industry attributes:</p> <p><b>QUALITY</b> – Mohawk uses heavy welded fork lift mast construction for columns, others use much lighter (flimsy) bent sheet metal. Mohawk uses sealed roller bearings vs. high wear plastic sliders. Mohawk lifts use stainless steel hydraulic lines vs. rubber hoses, which age, crack and break regularly. Mohawk lifts are designed with leaf chain or direct drive, other lifts employ wire rope lifting cables which stretch, fray, wear and need regular replacement. For comparative lift quality differences, please refer to Table 8, Exhibit 12 of two post and mobile column comparisons, which help uninformed lift buyers differentiate Mohawk from other brands. See Table 8, Exhibit 13 Exhibit for NAVFAC Directive regarding lifts that use wire rope.</p> <p><b>WARRANTY</b> - Mohawk's 25-year structural warranty on two post lifts provides Sourcewell members with the best value for their procurement dollar and, by far, the longest warranty in the lift industry.</p> <p><b>SAFETY</b> – Mohawk offers safety features that other companies do not, such as multiple redundant safety systems, wider bases for a considerably more stable lift, weight gauges to verify the lift is lowered onto the locks or even foam head guards to protect a technician from accidentally banging their head into the steel of a swing arm.</p> <p><b>PRODUCT LONGEVITY</b> – Mohawk Lifts equate to the lowest cost of ownership.</p> <p><b>US MATERIAL SOURCING</b> – Mohawk purchases quality US made steel and components, not cheap Chinese made steel, machined parts or questionably welded off shore components.</p> <p><b>VALUE-ADDED SUPPLIERS</b> – Mohawk has long-term relationships with other high quality, value-added suppliers to offer a complete contract solution with a full range of products (i.e., Hunter wheel service equipment, Westmatic vehicle washers, Gray portable shop equipment, etc).</p> <p><b>INTEGRATED SOLUTIONS</b> – Mohawk has the ability to provide Sourcewell members with complementary equipment that can be integrated within a lift to provide a full-service solution. For example, Mohawk four post and vertical rise lifts can be manufactured with alignment cut-outs to accommodate Hunter turnplates, allowing alignment functionality to be incorporated directly into the lift (Table 8, Exhibit 14).</p> <p><b>ALI CERTIFICATION</b> - 90% certified lifts &amp; certified options with the largest capacity range of any lift manufacturer. Certification includes Hunter and Gray lift products. ALI Certification is the only recognized safety standard for vehicle lifts.</p> <p><b>PERFORMANCE</b> – Outstanding product performance and proven contract Sourcewell performance history with the ability to establish multiple state adoptions.</p> <p><b>MARKETING</b> – Mohawk attends various government-oriented trade shows, many of which Sourcewell also attends and can attest that other lift vendors are not present. All Mohawk literature carries the Sourcewell logo, Sourcewell flags are displayed at Mohawk's booths and a dedicated website to easily show technicians and procurement professionals the details of Mohawk's contract (<a href="http://www.govlifts.com/sourcewell">www.govlifts.com/sourcewell</a>).</p> <p><b>SERVICE ORIENTED</b> - A manufacturing company that is responsive to Sourcewell and Sourcewell member needs, who practices and believes in cooperative procurement and building a better procurement cooperative. These items include a member search on our website, ideas for Sourcewell flyers and marketing materials, trade show attendance, introducing potential agencies to Sourcewell for membership.</p> <p><b>EDUCATION</b> – Mohawk teaches all resellers and supplier partner sales reps how to be successful using the Sourcewell contract award. Mohawk has served on education panels at the H20 conference to educate other Sourcewell vendors.</p> <p><b>STATE ADOPTIONS</b> – Mohawk is dedicated to establishing state level adoptions of the Sourcewell contract as exemplified by the current adoptions in seven states.</p>	*
42	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>Mohawk has three dealers in Canada and all have been trained on using the Sourcewell contract. Mohawk has introduced potential Canadian member agencies to the Sourcewell booth during trade shows where both Mohawk and Sourcewell were exhibiting and with our dealers in the field.</p>	*

**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?	Yes. Different lift types have different warranty lengths. The longest is a 25-year warranty on the most popular two post models which also includes a 10-year mechanical moving parts warranty. Please see Table 9, Exhibit 1 for Mohawk's warranty.  Different value-added suppliers have different product-specific warranties.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. There are no usage limit warranties.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. For service repairs within the warranty period, the reseller network invoices Mohawk for time, mileage and service work performed.	*
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?	There are no places in North America Mohawk isn't able to sell, deliver, install or service the products. The same applies to all value-added suppliers. Similar to Mohawk's federal GSA schedule contract, national sales and service coverage lends to a decision-makers "comfort" in buying from Mohawk. Likewise, Canadian Department of National Defense, with bases as far north as CFB Alert (200 miles south of the North Pole and the world's most northerly year-round inhabited location) or CFB Cold Lake Alberta, continue to buy and use Mohawk Lifts. Private sector customers in Prudhoe Bay, Alaska or Guam buy Mohawk because Mohawk lifts are designed for durability and minimal maintenance.	*
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?	The OEM's, Mohawk's value-added supplier partners – Hunter, Gray, Westmatic, Mark VII, cover warranty service directly with the end user for their specific equipment. Mohawk is aligned with only the highest quality manufacturers in their respective fields.	*
48	What are your proposed exchange and return programs and policies?	Restocking fee 15% plus return freight on standard, non-built-to-order lifts and options. The equipment must be new, unused, undamaged and in its original packaging.  Mohawk goes to great lengths to prevent mistakes in ordering and to avoid returns. Data sheets (Table 9, Exhibit 2), site surveys, and fleet surveys, performed by local representatives, are used as safe guards to ensure the correct equipment is being ordered for the facility. Data sheets are required for all built to order lifts. Please note the member signature and Mohawk reseller's signature on each data sheet.  On rare occasions, a new lift is damaged in transit. Mohawk's solution is to replace the damaged lift and enter a claim with the freight carrier for damages.	*
49	Describe any service contract options for the items included in your proposal.	No service contracts are offered by Mohawk or our value-added supplier partners. Sourcewell members often arrange with the local Mohawk dealer to perform annual lift inspections and technician training.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are Net 30 days from the invoice date.	*
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?	Yes. Mohawk offers financing through National Cooperative Leasing (NCL), a Sourcewell awarded vendor. The NCL Alternative Funding Solution video is displayed at the bottom of Mohawk's Sourcewell webpage (www.govlifts.com/Sourcewell). For Sourcewell members who seek financing, Mohawk assists with processing the request.	*
52	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.	<p>Order Process</p> <p>a) Mohawk or dealer creates a proposal (quote) after determining the Sourcewell member needs</p> <p>b) Mohawk or dealer gives the proposal to the fleet manager and/or purchasing department</p> <p>c) Member issues purchase order directly to Mohawk as the vendor of record</p> <p>d) Mohawk notifies local reseller or supplier partner to deliver the equipment</p> <p>e) Mohawk invoices the member</p> <p>f) Mohawk remits quarterly Sourcewell administrative remittance</p> <p>As the awarded vendor of record, Mohawk processes all orders and transactions. If an order is received by our resellers or supplier partners, it is forwarded to Mohawk for processing. As such, Mohawk has complete control and access to every transaction by every Sourcewell member and is able to submit timely and accurate quarterly sales reporting, as has been the case for ten years.</p> <p>Dealers do not accept purchase orders, dealers sell, Mohawk handles the paperwork trail to ensure contract compliance, sales reporting and Sourcewell administrative remittance.</p>	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	<p>Yes, Mohawk accepts P-cards for payment.</p> <p>No, there are no additional costs associated with the use of P-cards.</p>	*

**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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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.	<p>For Mohawk, there is one discount percentage off of list price. For Hunter, discounts vary based on the product category of light duty or heavy duty products. For all other supplier partners, there is one discount percentage off of list price.</p> <p>All prices include delivery to Sourcewell members in the 48 continental states. Please refer to question 60 for details regarding additional freight charges for members outside of the continental US.</p> <p>As in the previous ten years, all prices include the proposed 1.4% Sourcewell administrative remittance.</p> <p>Every product has a part number (SKU), which is included in the uploaded price list for each supplier.</p>	*
55	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.	<p>Mohawk Resources Ltd – 15.6758% off list price</p> <p>Hunter Engineering – Light Duty Products 21.9067%, Heavy Duty Products 10.7505%</p> <p>Gray Manufacturing – 10.768% off list price</p> <p>Westmatic – 10.768% off list price</p> <p>Mark VII - 5.191% off list price</p>	*

56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Mohawk Two Post Lifts ONLY. All quantity discount offers are based on one shipment, to one location, shipped on one invoice. Quantity discounts are as follows:</p> <p>a) 5% for any single order of 6+ units (7,000 to 18,000 lb. models only)</p> <p>b) 10% for any single order 12+ lifts (7,000 to 18,000 lb. models only)</p> <p>c) Model LMF-12 pricing on the model TP-16 if 3+ lifts are ordered</p> <p>Mohawk understands the Sourcewell contract is a ceiling-based price, yet at times, and with the advanced knowledge of our contract administrator, Mohawk occasionally offers larger discounts for volume purchases or to accommodate budgetary constraints.</p>	*
57	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.	<p>Pricing on "open market" products from suppliers on the Sourcewell award (new products, from existing suppliers, not yet added to the Sourcewell contract) will be calculated using the same methodology for contract items for the specific supplier. See response to Question 55 for discount percentages by supplier.</p> <p>At member request, pricing on "sourced" products is calculated at cost plus 10% plus the 1.4% administrative fee.</p> <p>Standard installation is lift type and facility dependent, when installing a lift in an empty garage bay. When requested, installation is quoted as a separate line item by the local dealer and added to Mohawk's Sourcewell proposal. Lifts are simple to install with some members installing their own lifts, while some are delivered fully assembled and ready to operate. Self-installation by a member has no effect on the warranty.</p> <p>There are certain special conditions that go beyond a "normal" installation and considered a "nonstandard option." These consist of:</p> <p>a) If a shop floor is not thick enough to safely anchor the lift and a member requests Mohawk (and/or our local dealer) to pour a new concrete floor.</p> <p>b) If an agency asks for electrical to be routed to the lift. Mohawk and/or our local dealer find a licensed electrician in a given area. This situation is rare, as most members have an electrician on staff or an awarded electrician.</p> <p>c) If a lift is ordered and there's another lift already in that garage bay, at times Mohawk is required to disassemble and install the existing lift in another bay (disassembly takes as much time as assembling a new lift) and then install the new Mohawk lift. In some cases, Mohawk is also requested to disassemble and dispose of an existing lift.</p> <p>d) Certain models of lifts or options require air to operate the safety lock releases. Some lift options, such as rolling jacks, scissor lifting tables or tire dollies, require air. At times, the Mohawk dealer may have to route 20' or 120' of air lines. The cost is facility dependent.</p> <p>Items A-D are always facility and/or member specific and can occur with all the equipment offered on this response. These nonstandard services are quoted as a separate line item by the local dealer and added to the Sourcewell member's proposal. Hunter equipment comes full installed, less electrical or air routing if not on site.</p>	*



58	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.	<p>Installation and training of Mohawk lifts is not included and is optional. Installation is a separate cost and quoted as a separate line item by the local dealer as part of the Sourcewell proposal, when requested.</p> <p>Installation and training of Hunter equipment is included in the contract price of Hunter products.</p> <p>Installation and training of Westmatic and Mark VII equipment is a separate cost and quoted as a separate line item by the supplier or local dealer as part of the Sourcewell proposal.</p> <p>For a more detailed breakdown of any separate costs, please refer to the Question 57 response above.</p>	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Like Mohawk's federal contract, freight is included in the contract price for Sourcewell members in the continental 48 US states with terms of FOB Destination.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>To service the non-CONUS (continental U.S.) Sourcewell members, Mohawk's policy is to ship freight prepaid, FOB destination to the ports of Seattle, Long Beach, or Miami. The Mohawk RFP response includes freight to these ports or the Canadian border. Sourcewell members in these remote areas are accustomed to paying ocean freight charges and understand that freight is an additional cost beyond the standard discounted contract price.</p> <p>For Canadian members, Mohawk pays the freight to the US/Canada border where the member becomes responsible for additional freight charges to any of the provinces and the final destination. Canadian members must become the importer of record and absorb the cost of brokerage, duties (if any) and freight forwarding from the members chosen US border crossing. As most of the Canadian population lives within 100 miles of the US border, freight is not complicated. However, certain remote parts of Canada require special handling such as barges, ocean freight or specialized trucks to deliver over ice bridges or unpaved roads.</p>	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>a) Accessing inventory from local Mohawk dealer warehouses allows for faster Sourcewell member delivery after Mohawk receives a purchase order.</p> <p>b) If a member requests installation, FOB delivered means the equipment is still on the flatbed truck. Accessing inventory from Mohawk dealers means the equipment arrives unloaded, alleviating Sourcewell members from unloading a truck with their staff and forklift.</p> <p>c) Mohawk's dealer network has the ability to reduce installation fees by using agency equipment (i.e. forklift or overhead crane).</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The prices offered to Sourcewell are the exact same prices offered to GSA or NASPO Valuepoint. Any variation in price is due only to each specific contract's required administrative fee. After deducting the administrative remittance, all cooperative purchasing organizations receive the exact same price.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
63	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.	<p>Mohawk sales proposals provide the Sourcewell contract details on every Sourcewell member proposal. All sales representatives are provided with a comprehensive template that automatically imports contract pricing and members have 24/7 access to current pricing on <a href="http://www.govlifts.com/Sourcewell">www.govlifts.com/Sourcewell</a>. As is a requirement of other MAS contracts, this website is always up-to-date and always shows delivered prices.</p> <p>When a purchase order is received and processed, the proposal and sales order reference the Sourcewell contract and the Member ID is recorded with the order. Mohawk's finance department, in conjunction with our ERP system, tracks and reports Sourcewell member sales in full compliance with Sourcewell's quarterly reporting requirements.</p> <p>The quarterly sales reports are used to calculate and remit accurate administrative fee payments to Sourcewell. Mohawk understands the importance of timely submissions as a responsibility of being a compliant vendor.</p>
64	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.)	To provide consistency and continuity for both Sourcewell and Sourcewell members, Mohawk again proposes a 1.4% administrative fee. This fee is incorporated into the proposed price of every individual product contained in this RFP.

**Table 14: Industry Specific Questions**

Line Item	Question	Response *
65	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.	<p>a) All seven states that have adopted the current Sourcewell contract will again re-adopt the new award (as these states represent over 26% of the total US population), plus continued new state level adoptions.</p> <p>b) Continued growth of reported Sourcewell sales and contract usage (which shows greater usage than the NASPO contract).</p> <p>c) All member quotes, purchase orders and invoices referencing the Sourcewell contract are tracked to monitor progress and perform historical comparisons.</p> <p>d) Mohawk requires all members to identify the Sourcewell contract on their purchase order.</p> <p>e) Being a good vendor means good communication. Sourcewell staffers can attest to Mohawk's historic communication when a state adopts the Sourcewell contract or large member orders are received.</p> <p>f) Verification of Sourcewell membership and aiding non-member agencies to become Sourcewell members.</p> <p>g) Continued education of Mohawk's field network to increase Sourcewell contract usage. As new Mohawk dealers or value-added supplier partners are added, it is Mohawk's responsibility to train them how to use the Sourcewell award.</p>

66	Identify any certification(s) that your business or the products included in your proposal have attained or received.	<p>a) Mohawk is a federally certified SBA small business.</p> <p>b) To meet the FTA (Federal Transit Authority) Buy America clause, Mohawk Lifts are 100% made in the USA as Sourcewell members tell us that compliance with the FTA requirement is an important mandate (Table 14, Exhibit 1).</p> <p>c) 90% of Mohawk's lifts are certified to meet ANSI/ALI ALCTV, the one and only nationally recognized safety standard for vehicle lifts.</p> <p>d) Certification takes place by a third party Nationally Recognized Testing Laboratory (NRTL) to the Automotive Lift Institute standard. Mohawk is the second oldest member of the Automotive Lift Institute (<a href="http://www.autolift.org">www.autolift.org</a>), which requires members to ship 75% ALI certified lifts. All lifts offered from Hunter and Gray are ALI certified.</p> <p>e) Several models of Mohawk Lifts have attained a coveted NSN or National Stock Number which can only be obtained after extensive DoD testing. These tests and the written reports of the tests can be found on the left navigation area of <a href="http://www.govlifts.com">www.govlifts.com</a>. See Table 14, Exhibit 2 for a DoD Management Evaluation Equipment Program report with assignment of an NSN. For the Canadian marketplace, an NSN means a NATO Stock Number as all NATO countries participate in using NSN's. Both the US DoD &amp; the Canadian Department of National Defense have assigned Mohawk specific NSN numbers. These evaluations &amp; tests are as close to an "endorsement" as the DoD gets.</p> <p>f) Mohawk's government sales manager serves on the Sourcewell and NASPO vendor advisory councils.</p> <p>g) Annually, Motor Magazine (read by 160,000 independent repair shops) has a Top 20 Tool introductions for that year. Mohawk is six-time winner of the Motor Top 20 based on technological innovations that make lifts safer and more productive to get vehicles in and out of the shops faster.</p>
67	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	<p>All Mohawk lifts can be adapted to the most current innovations and technological options that Mohawk offers. Mohawk proactively monitors the industry by attending the Work Truck Show and other tradeshow as well as keeping abreast of industry trends to allow the lifts to be used or adapted for future fleet advancements.</p> <p>For example, some newly introduced battery-operated vehicles don't provide access to the vehicle frame to lift the vehicle with a standard two post swing arm engaging lift (i.e., Tesla, Nissan). Mohawk's solution is our patented Wheel Engaging Adapter, which allows a frame engaging lift to convert to a wheel engaging lift to raise these vehicles in less than five minutes.</p> <p>A second example, in 2018 General Motors introduced a redesigned frame on all pick-up trucks and replaced a steel section with aluminum. The standard lift pads dented the aluminum. Mohawk's solution was the GM style lift pad, which was designed for our GM customers years before the new frame models were even released.</p> <p>Mohawk's Engineering Department designs custom/specialized lifting equipment or options to meet the diverse needs of end users. For example, the Albany International Airport purchased aircraft refueling trucks weighing 115,000 lbs. These specialized trucks are too wide to be road-legal and wouldn't fit Mohawk's standard lift. Mohawk's engineers designed a wider lift for these wider vehicles as well as a wider, custom-made rolling jack to raise the heavy rear axle off of the lifting platform (Table 14, Exhibit 3).</p> <p>When Mohawk designs a new lift feature, these features are designed to not only accommodate new lifts, but can also be fitted to all Mohawk Lifts already in the field. For example, one NY municipality recently purchased a turf maintenance adapter for use on a 34-year old two post lift. This gives the member the ability to service their turf maintenance equipment and fleet of passenger cars without the additional purchase of a turf only service lift.</p> <p>NYPD (the world's largest police fleet) purchased Mohawk two post lifts 30 years ago. Recently, the NYPD added Speedlane adapters to these lifts. By adding the adapters, technicians no longer have to spend 5 minutes positioning in the swing arms prior to lifting the vehicle. This represents a huge time and money savings.</p>

68	For installation, repair, maintenance or warranty services included in your proposal, describe the training and/or certifications held or received by your service force.	<p>a) All Mohawk service representatives are mandated to attend Mohawk installation, maintenance and service training at the Mohawk factory. Mohawk will not authorize a dealer unless the dealer has the ability to service, install, repair, inspect and maintain lifts.</p> <p>b) Hunter service representatives are required to attend a six-week service and maintenance training session at Hunter headquarters. Other value-added supply partners each have their own product specific training requirements.</p> <p>c) ANSI (American National Standards Institute) standards require that lifts be inspected annually by an experienced lift inspector. Mohawk (and Hunter) service representatives perform these inspections, are fully insured and some have completed more extensive training to attain the status of being an ALI (Automotive Lift Institute) certified lift inspector.</p> <p>d) While service is important, all Mohawk lifts are designed and manufactured to eliminate all weak points and wear points. Mohawk lifts require minimal maintenance. A better made product always lasts longer with less maintenance. Government facilities always consider the cost of ownership in their procurement methodology as Mohawk lifts are the least expensive lift to own.</p>	*
69	Describe your capabilities as it relates to the serviceability of the products included in your proposal (parts availability, response times, technical support, etc.).	<p>Mohawk is committed to providing prompt and reliable service nationally. Prompt service responses are a mandate of both our GSA contract and other national cooperatives. This service standard is achieved using a collaborative service approach which coordinates Mohawk's in-house service department with our network of authorized service professionals. All service calls are initiated through our in-house service department, which is available Monday –Friday from 8am (EST) to 5pm (EST). After hours and weekend service calls are handled by Mohawk's answering service, who transfer the calls to an on-call service technician for expeditious response.</p> <p>When a service call is received, the responding service technician will discuss, diagnose, and resolve the issue via telephone. (A follow-up call is made to ensure the suggestions to the customer did resolve the issue.) If the issue is not able to be handled during the service call, Mohawk's in-house service department will contact the nearest authorized Mohawk Lifts service depot to review the service issue or dispatch a service technician to the member's location for further assistance.</p> <p>Mohawk's nationwide network of dealer service depots provide valuable service support to Sourcewell members. These service depots, like most all garage equipment manufacturers, are independent businesses contracting their services (installation, inspection, and repairs) to various equipment manufacturers and their customers. This network is a vital part of ensuring all of Mohawk's customers receive prompt and reliable service from a local authorized and trained professional.</p> <p>Mohawk's service practice is a 24-hour turn-around time.</p> <p>Mohawk's parts department is committed to fulfilling parts orders within 24 hours. All replacement parts are boxed and readily available for routine orders through Mohawk or an authorized service depot. A list of the most common parts with pricing is available at <a href="http://www.mohawklifts.com/commonparts">www.mohawklifts.com/commonparts</a>.</p> <p>Mohawk maintains a dedicated website for parts, service, installation, troubleshooting or maintenance at <a href="http://www.mohawklifts.com/ops">www.mohawklifts.com/ops</a>, where customers can access installation instructions, operation manuals, maintenance information, product drawings, a listing of parts, and more.</p>	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 70. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
	NO EXCEPTIONS	

## 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](#) - Table 2 Company Information & Financial Strength.zip - Wednesday January 29, 2020 08:59:53
  - [Marketing Plan/Samples](#) - Table 7 Marketing Plan.zip - Wednesday January 29, 2020 09:00:37
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Table 9 Warranty.zip - Wednesday January 29, 2020 09:01:02
  - [Pricing](#) - Table 11 Pricing and Delivery.zip - Wednesday January 29, 2020 10:43:01
  - [Additional Document](#) - All Mohawk Exhibits.zip - Wednesday January 29, 2020 10:44:29

**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 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.
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. - Steven Perlstein, President, Mohawk Resources Ltd

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 City of Morristown

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Finance Department



**Date:** July 19, 2022

**Agenda Item:** Acknowledge receipt of bids for Bulletproof Vests and related components, accept the bid from Galls as the best and lowest bid, and authorize the City Administrator to enter a contract authorizing purchases at the bid prices through June 30, 2024 with options for extension per the bid documents.

**Prepared By:** Andrew Ellard

**Subject:** Bulletproof Vest Bids

**Background:** Awarding this bid allows the Police Department to purchase on fixed price through FY 2024.

**Findings/Current Activity:**

This bid opportunity was published twice in the Citizen Tribune, on the city's website, and also on Vendor Registry. Bid documents establish that the initial contract will be for two years, after which the city and vendor may negotiate on up to a two year extension – requiring city council approval if there are any price or product changes.

**Financial Impact:**

Bulletproof vests and optional components are budgeted annually. The awarding of this bid will have no extraordinary impact on the budget.

**Action options/Recommendations:**

Acknowledge bids, accept the bid of Galls and authorize a contract for the same.

**Attachment:** Bid tabulation

**City of Morristown**  
**Finance Department**  
Bulletproof Vest Bid  
Tuesday, July 12, 2022  
2:00 P.M.

	<b>AX-Series Type II Classification Item</b>	<b>Galls</b>	<b>Fire Equipment Co.</b>
<b>A.</b>	Male average chest sizes S - XL Conceal Carrier	\$ 734.00	\$ 758.07
	Male average chest sizes XXL - XXXL Conceal Carrier	\$ 734.00	\$ 758.07
	Female average chest sizes S - XL Conceal Carrier	\$ 734.00	\$ 758.07
	Female average chest sizes XXL - XXXL Conceal Carrier	\$ 734.00	\$ 758.07
<b>B.</b>	Male average chest sizes S - XL Optional Carrier - Admin ODC	\$ 164.00	\$ 188.29
	Male average chest sizes XXL - XXXL Optional Carrier - Admin ODC	\$ 164.00	\$ 188.29
	Female average chest sizes S - XL - Optional Carrier - Admin ODC	\$ 164.00	\$ 188.29
	Female average chest sizes XXL-XXXL Optional Carrier - Admin ODC	\$ 164.00	\$ 188.29
<b>C.</b>	Male average chest sizes S - XL Optional Carrier - Standard ODC	\$ 164.00	\$ 242.09
	Male average chest sizes XXL - XXXL Optional Carrier - Standard ODC	\$ 164.00	\$ 242.09
	Female average chest sizes S - XL Optional Carrier - Standard ODC	\$ 164.00	\$ 242.09
	Female average chest sizes XXL - XXXL Optional Carrier - Standard ODC	\$ 164.00	\$ 242.09
<b>D.</b>	Male average chest sizes S - XL Optional Carrier - Endeavor ODC	\$ 185.00	\$ 209.81
	Male average chest sizes XXL - XXXL Optional Carrier - Endeavor ODC	\$ 185.00	\$ 209.81
	Female average chest sizes S -XL - Optional Carrier - Endeavor ODC	\$ 185.00	\$ 209.81
	Female average chest sizes XXL-XXXL Optional Carrier - Endeavor ODC	\$ 185.00	\$ 209.81
<b>E.</b>	Male average chest sizes S - XL Optional Carrier - Guardian Uniform Shirt	\$ 191.00	\$ 220.57
	Male average chest sizes XXL - XXXL Optional Carrier - Guardian Uniform Shirt	\$ 191.00	\$ 220.57

Female average chest sizes S - XL - Optional Carrier - Guardian Uniform Shirt	\$ 191.00	\$ 220.57
Female average chest sizes XXL-XXXL Optional Carrier - Guardian Uniform Shirt	\$ 191.00	\$ 220.57
<b>Total</b>	<b>\$ 5,752.00</b>	<b>\$ 6,475.32</b>

F.

<b>AX-Series Type II Classification Item: Optional Molle Pouches</b>	<b>Galls</b>	<b>North America Fire Equipment Co.</b>
Single Pistol Mag	\$ 14.00	\$ 37.59
Double Pistol Mag	\$ 23.50	\$ 40.44
Triple Pistol Mag	\$ 24.00	\$ 43.29
Handcuff, Single		
Handcuff, Double	\$ 12.00	\$ 14.24
#25 Distraction Device, Single	\$ 21.50	\$ 27.34
Baton/Flashlight, Single	\$ 15.00	\$ 23.35
Baton/Flashlight, Double		
Radio, Bungee, Universal	\$ 19.00	\$ 22.22
Grenade, Single	\$ 30.00	\$ 27.34
Grenade, Double	\$ 30.00	\$ 27.34
Utility, 8x8"	\$ 58.00	\$ 69.49
Utility, 4x8" Vertical	\$ 33.00	\$ 39.30
Utility, 4x8" Horizontal	\$ 38.00	\$ 45.57
Shotgun, 12 Round	\$ 19.50	
Shotgun, 24 Round		
37/40 MM Less Lethal, Single	\$ 30.00	\$ 35.89
37/40 MM Less Lethal, Double	\$ 30.00	\$ 35.89

MK3/MK4 Aerosol	\$ 10.00	\$ 14.81
P90 Mag, Double	\$ 52.00	\$ 22.78
UMP 45 Mag, Double	\$ 52.00	\$ 22.78
MP5 Mag, Double	\$ 52.00	\$ 33.04
M4 Mag, Double Stacked	\$ 28.00	\$ 22.78
M4 Mag, Double , Staggered		\$ 33.04
M4 Mag, Single	\$ 15.25	\$ 18.23
M4 Mag, Double		\$ 33.04
M4 Mag, Triple	\$ 54.00	\$ 64.37
Gas Mask	\$ 55.00	\$ 64.94
Medical	\$ 53.00	\$ 63.23
Tourniquet	\$ 15.00	
Hydration, 2.5L	\$ 45.00	\$ 53.54
<b>Total</b>	<b>\$ 828.75</b>	<b>\$ 935.87</b>

Blank entries denote no bid was received for that item.

Note: For category A, NAFEC charges \$849.53 w/ 1 Standard Internal Carrier



## Morristown City Council Agenda Item Summary

**Date:** July 19, 2022

**Agenda Item:** Approve a Work Authorization for Gresham Smith Partners to design, create specifications, and manage bidding for upgrades to electrical service along Main Street, at the Downtown Green, and the Farmer's Market – an ARPA project.

**Prepared By:** Andrew Ellard

**Subject:** Work Authorization for Electric Upgrade Design & Specifications

**Background:** The City Council previously approved of a project to be funded by ARPA that would upgrade electrical service along a particular section of W Main, at the Downtown Green, and at the Farmer's Market. These upgrades intend to better support downtown events, vendors, food trucks, etc.

**Findings/Current Activity:**

This work authorization will allow for the intended upgrades to be more particularly designed, for specifications and bid documents to be produced, and to work with the city to select a contractor. Construction administration services may be added at a later date.

**Financial Impact:**

\$35,000 (ARPA)

**Action options/Recommendations:**

Approve the Work Authorization.

**Attachment:** Work Authorization

## ATTACHMENT 1

### TASK ORDER

### Task Order No. 1

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In accordance with paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated June 16, 2022 ("Agreement"), Owner and Engineer agree as follows:

#### 1. Background Data

- A. Effective Date of Task Order: July 6, 2022
- B. Owner: City of Morristown, TN
- C. Engineer: Gresham Smith
- D. Specific Project (title): Downtown/Farmers Market Electric
- E. Specific Project (description): Design of Electric Facilities for Food Trucks and Festival Use

#### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are: *(Select one of the following 3 options.)*
  - ☐ set forth in Part 1 – Basic Services of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
  - ☐ as follows:
  - ☒ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference *(Check all that apply)*:
    - ☐ Study and Report Services (Exhibit A, Paragraph A1.01)
    - ☒ Preliminary Design Phase (Exhibit A, Paragraph A1.02)
    - ☒ Final Design Phase (Exhibit A, Paragraph A1.03)
    - ☒ Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
    - ☐ Construction Phase Services (Exhibit A, Paragraph A1.05)
    - ☐ **including Resident Project Representative (RPR) services**
    - ☐ **not including Resident Project Representative (RPR) services**
    - ☐ Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
    - ☐ Commissioning Services (Exhibit A, Paragraph A1.07)
- B. Resident Project Representative (RPR) Services – If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement or Exhibit D as modified and attached hereto is expressly incorporated in this Task Order by reference.

#### 3. Additional Services – Additional Services that may be authorized or necessary under this Task Order are (select one of the options):

- ☒ set forth, if required, as Additional Services in attached Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- ☐ as follows:



☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

#### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

#### 5. Task Order Schedule – In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish electronic review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 30 days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 10 days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish electronic copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 10 days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish electronic copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within 30 days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within 10 days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish electronic copies of the revised final Drawings and Specifications, assembled Construction Contract	Within 10 days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts

	Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables
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6. **Payments to Engineer:** The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

Description of Service	Amount	Basis of Compensation
1. Engineer Services (Exhibit A)	\$35,000.00	Hourly not to exceed
<b>TOTAL COMPENSATION</b>	<b>\$35,000.00</b>	

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

7. **Consultants retained as of the Effective Date of this Task Order:**  
None
8. **Other Modifications to Agreement:**  
None
9. **Attachments:**  
Exhibit A
10. **Documents Incorporated by Reference:**  
None

**11. Terms and Conditions:** Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated herein by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is July 6, 2022.

**OWNER: CITY OF MORRISTOWN**

Designated Representative (8.03)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address for Giving Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENGINEER: GRESHAM SMITH**

Designated Representative (8.03)

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

Name: Jeff Meadow, P.E.

Title: Practice Leader, Utility Services

Title: East TN Electrical Lead

Date: July 7, 2022 \_\_\_\_\_

Phone: 865.299.6153

Email: jeff.meadow@greshamsmith.com

Address for Giving Notices:

222 Second Avenue South, Suite 1400  
Nashville, TN 37201-2308

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## EXHIBIT A – ENGINEER’S SERVICES

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Services to be provided under a Task Order may include the following.

### **PART 1 - BASIC SERVICES**

#### **A1.01 Preliminary Design Phase**

- A. As Basic Services, Engineer shall:
  - 1. Meet with the Owner and interested parties to determine design requirements.
  - 2. Walk through the project and coordinate with Owner and Morristown Utilities.
  - 3. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
  - 4. Evaluate the design and possible options for Owner’s review.
  - 5. Prepare required documents to review preliminary design with the Owner.
  - 6. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
- B. Engineer’s services under the Preliminary Design Phase will be considered complete on the date when the Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### **A1.02 Final Design Phase**

- A. As Basic Services, Engineer shall:
  - 1. On the basis of the accepted Preliminary Design documents, prepare for incorporation into the Contract Documents, final drawings (hereinafter called “Drawings”) to show the scope, extent and character of the work to be furnished and performed by the Contractor, and Construction Specifications specific to the work required by the Contractor (hereinafter called “Specifications”).
  - 2. Prepare 90% complete Construction Drawings based on the approved Preliminary Engineering.
    - a. Title Sheet, including Estimated Quantities and Footnotes
    - b. Plan View drawings of proposed Electric facilities
    - c. Electrical Detail Sheets
    - d. Comprehensive Construction Specifications
  - 3. Review 90% complete Construction Drawings and Specifications with Owner
  - 4. Revise 90% Construction Drawings and Specifications based on comments from Owner.
  - 5. Furnish to Owner completed Construction and Bid Documents, including drawings, specifications and all forms needed to Advertise for Bids.
- B. Engineer’s services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

#### A1.03 Bidding or Negotiating Phase

##### A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents..
6. If the issued documents require, the Engineer may, if requested by Owner, evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors , provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required as a part of this Agreement).

#### A1.04 Construction Phase

##### A. As Basic Services, Engineer shall:

1. Address any Field Engineering modifications that may be required during the construction of the project.
2. Participate in a pre-construction conference prior to commencement of Work at the Site.

### **PART 2 – ADDITIONAL SERVICES**

#### A2.01 Additional Services Requiring an Amendment to Task Order

- A. Advance Written Authorization Required: During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities; preparation of appraisals; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services: services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order; services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.



13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Paragraph 5.02.A and Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
17. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation and maintenance manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. Advance Written Authorization Not Required: Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the

types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Reviewing a Shop Drawing more than two times, as a result of repeated inadequate submissions by Contractor.
7. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

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## EXHIBIT B – OWNER’S RESPONSIBILITIES

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Article 2 of the Agreement is supplemented to include the following agreement of the parties unless expressly stated otherwise in a Task Order.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement with respect to each Task Order, the Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner’s requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner’s procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner’s construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner’s bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer’s possession) of all design and construction standards, Owner’s standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner’s legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction or investigation at or adjacent to the Site.
- D. Following Engineer’s assessment of initially-available Specific Project information and data and upon Engineer’s request, obtain, furnish or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Utility and topographic mapping and surveys; all surveys will be provided in hard copy in addition to digital format.
  - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests

- and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical or cultural studies as to the Specific Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purposes Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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## EXHIBIT C – PAYMENTS TO ENGINEER FOR SERVICES AND EXPENSES

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

### C2.01 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
  1. Lump Sum (plus any expenses expressly eligible for reimbursement)
  2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
  3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

### C2.02 Explanation of Compensation Methods

#### A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

#### B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of July 2023) to reflect equitable changes in the compensation payable to Engineer.

#### C. Direct Labor Costs Times a Factor



1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of 1.05 for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of July 2023) to reflect equitable changes in the compensation payable to Engineer.

#### C2.03 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.05.
- E. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

#### C2.04 Serving as a Witness

- A. For services performed by Engineer's employees as witnesses giving testimony, not including expert witness testimony which shall be done under a separate agreement, in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of

1.05 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 Other Provisions Concerning Payment

- A. Extended Contract Times: Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. Estimated Compensation Amounts
  - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

## EXHIBIT C - APPENDIX 1

### Reimbursable Expenses and Charges Schedule

Reimbursable expenses and charges for services performed are:

Printing Rates	Charge Rate Per Copy/Print
Print on White bond - 8.5 x 11	\$ 0.10
Print on White Bond - 8.5 x 14	\$ 0.15
Print on White bond - 11 x 17	\$ 0.19
Print on White bond - 11 x 17 - folded	\$ 0.21
Print on White bond - 12 x 18 Small Format	\$ 0.23
Print on Colored bond - Blue	\$ 0.13
Print on Colored bond - Canary	\$ 0.13
Print on Colored bond - Green	\$ 0.13
Print on Colored bond - Natural	\$ 0.13
Print on Colored bond - Pink	\$ 0.13
Print Color - 8.5 x 11	\$ 0.50
Print Color - 8.5 x 14	\$ 0.75
Print Color - 11 x 17	\$ 1.00
Marketing Color - 8.5 x 11	\$ 0.70
Marketing Color - 11 x 17	\$ 1.40
Marketing Color - 12 x 18	\$ 1.40
Marketing Color - 8.5 x 11 - FULL BLEED	\$ 1.40
Marketing Color - 11 x 17 - FULL BLEED	\$ 1.40
Marketing Color-Full Bleed	\$ 1.40
Print on Bond - 11 x 17	\$ 0.45
Print on Bond - 12 x 18	\$ 0.50
Print on Bond - 15 x 21	\$ 1.00
Print on Bond - 17 x 22	\$ 1.15
Print on Bond - 18 x 24	\$ 1.15
Print on Bond - 22 x 34	\$ 1.20
Print on Bond - 24 x 36	\$ 1.25
Print on Bond - 30 x 42	\$ 1.35
Print on Bond - 34 x 44	\$ 1.65
Print on Bond - 36 x 48	\$ 1.85
Color Bond Prints - 22 x 34 in Set	\$ 2.50
Color Bond Prints - 24 x 36 in Set	\$ 2.50
Color Bond Prints - 30 x 42 in Set	\$ 2.50
Color Bond Prints - 34 x 44 in Set	\$ 2.50
Color Bond Prints - 36 x 48 in Set	\$ 2.50

#### Office Services Charges:

Cell Phone	\$0.20	Per Minute
Long Distance	\$0.12	Per Minute
Faxes	\$1.00	Per Page

## EXHIBIT C – APPENDIX 2

### Standard Hourly Rates Schedule

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- A. Standard Hourly Rates:
1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
  2. The Standard Hourly Rates apply only as specified in Article C2.
- B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Principal	\$235.00 / hour
Project Manager	\$195.00 / hour
Senior Engineer	\$185.00 / hour
Design Engineer	\$170.00 / hour
Project Engineer	\$160.00 / hour
Engineer	\$145.00 / hour
Senior Designer	\$135.00 / hour
Designer	\$125.00 / hour
Senior CADD Technician	\$115.00 / hour
CADD Technician	\$105.00 / hour
Administration / Assistant Project Manager	\$100.00 / hour
Resident Project Representative	\$135.00 / hour

**EXHIBIT D -  
DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT  
PROJECT REPRESENTATIVE**

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The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

**D1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR's observations of Contractor’s work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of the Work, supervise, direct, or have control over Contractor’s Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor’s work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor’s performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. General: RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  - 4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.
  - 5. Liaison:
    - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the intent of the Construction Contract Documents.
    - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.

- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- 7. Shop Drawings and Samples:
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal if RPR believes that the submittal has not been received from the Contractor or has not been approved by Contractor or Engineer.
- 8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- 9. Review of Work; Defective Work:
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
  - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- 10. Inspections, Tests, and System Start-ups:
  - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the work.



- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
11. Records:
- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
  - d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - e. Maintain records for use in preparing Project documentation.
  - f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
12. Reports:
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by

Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion:

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other contractor or subcontractor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.



**Project: Thompson Creek Rd.**  
**County/City: HAMBLLEN/MORRISTOWN**  
**Tract: 1**  
**Map/Parcel: 017/025.03**

**WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That the undersigned, **THOMPSON CREEK APARTMENTS, LLC**, a Tennessee Limited Liability Company, **CLINGMAN PROSPECT, LLC**, a North Carolina limited liability company, and **COPE STREET COMPLEX, LLC**, a North Carolina limited liability company ("Grantor(s)"), has this day bargained, sold, and by these presents does hereby transfer and convey unto the **CITY OF MORRISTOWN**, a municipal corporation with situs in Hamblen County, Tennessee ("Grantee") the following described real estate, to-wit:

**FEE SIMPLE**

SITUATED, lying and being in Civil District No. 4 of Hamblen County, Tennessee and being more particularly described as follows:

BEGINNING at a point at the intersection of the existing west right of way line of Thompson Creek Road and south property line of the Grantor(s) herein; thence with the said property line S 57° 56' 56" W, a distance of 237.86 feet to a point; thence N 32° 03' 04" W, a distance of 22.25 feet to a point; thence N 57° 56' 11" E, a distance of 68.20 feet to a point; thence along a curve to the left having an arc length of 262.49 feet, radius of 221.00 feet, and a chord bearing of N 23° 54' 34" E, to a point in the said existing west right of way line; thence with the said existing west right of way line S 19° 40' 03" E, a distance of 164.54 feet to the Point of the BEGINNING. Containing 11,078 square feet, more or less.

**UTILITY EASEMENT**

Being a parcel of land lying outside and adjacent to the said proposed west right of way line of Thompson Creek Road and being a width of 5 feet, more or less. Containing 1,639 square feet, more or less.

**CONSTRUCTION EASEMENT**

Being a parcel of land lying outside and adjacent to the said existing west right of way line of Thompson Creek Road a constant width of 25.00 feet, more or less, to the point of intersection of the said existing right of way line of Thompson Creek Road and the said proposed west right of way line of Thompson Creek Road; thence adjacent to the said proposed right of way line with a constant width of 25.00 feet, more or less, to a point; thence adjacent to the said proposed right of way line with a constant width of 10.00 feet, more or less, to a point in the south property line of the Grantor(s) herein. Containing 20,755 square feet, more or less.

By this instrument the grantors hereby convey an easement for the construction of a work area and erosion controls outside of the proposed right of way line. The title to the above described land remains vested in the grantor and is to be used by the City of Morristown, its contractors or its assigns for a period of 1 year from and after the commencement of construction.

The grantors acquired title to said land under deed of record in Deed Book 1849, Page 854, in the Register's Office of Hamblen County, Tennessee.

This instrument prepared by: Carroll Anderson & Foust, LLP, 918 West First North Street, Morristown, Tennessee 37814

Any examination of title, title search or title insurance policy will be evidenced by a separate document, certificate or policy. By this instrument preparer makes no representations as to title or survey. Failure to promptly record this instrument may seriously impair your rights. rm

THIS CONVEYANCE is made in consideration of **Forty-One Thousand Seven Hundred Fifty-Six Dollars (\$41,756.00)**, cash in hand paid, the receipt of which is hereby acknowledged, and said consideration includes payment for the property conveyed herein, and any other additions/features specifically noted herein or appearing in Department of Transportation plans of the captioned project and tract. The above consideration also includes payment for the elimination of all actual or incidental damages to the remainder, if any, or otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND HOLD said land, with the appurtenances, estate, title and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor(s) covenant with the Grantee that Grantor(s) are lawfully seized and possessed of said land in fee simple, have a right to convey it and the same is unencumbered.

And Grantor(s) do further covenant and bind ourselves/itself/ and our/its representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the undersigned has caused her hand to be set on this \_\_\_\_ day of \_\_\_\_\_, 2021.

THOMPSON CREEK APARTMENTS, LLC

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

ITS: \_\_\_\_\_

CLINGMAN PROSPECT, LLC

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

ITS: \_\_\_\_\_

COPE STREET COMPLEX, LLC

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

ITS: \_\_\_\_\_

This instrument prepared by: Carroll Anderson & Foust, LLP, 918 West First North Street, Morristown, Tennessee 37814

Any examination of title, title search or title insurance policy will be evidenced by a separate document, certificate or policy. By this instrument preparer makes no representations as to title or survey. Failure to promptly record this instrument may seriously impair your rights. rm

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

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

Before me, a Notary Public of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the \_\_\_\_\_ of THOMPSON CREEK APARTMENTS, LLC, a Tennessee limited liability company, the within named bargainor, and that he/she as such \_\_\_\_\_ of the limited liability company, executed the foregoing instrument for the purpose therein contained, by signing his/her name as such officer of the limited liability company.

WITNESS my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

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

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

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

Before me, a Notary Public of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the \_\_\_\_\_ of CLINGMAN PROSPECT, LLC, a North Carolina limited liability company, the within named bargainor, and that he/she as such \_\_\_\_\_ of the limited liability company, executed the foregoing instrument for the purpose therein contained, by signing his/her name as such officer of the limited liability company.

WITNESS my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

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

This instrument prepared by: Carroll Anderson & Foust, LLP, 918 West First North Street, Morristown, Tennessee 37814

Any examination of title, title search or title insurance policy will be evidenced by a separate document, certificate or policy. By this instrument preparer makes no representations as to title or survey. Failure to promptly record this instrument may seriously impair your rights. rm



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

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

Before me, a Notary Public of the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the \_\_\_\_\_ of COPE STREET COMPLEX, LLC, a North Carolina limited liability company, the within named bargainor, and that he/she as such \_\_\_\_\_ of the limited liability company, executed the foregoing instrument for the purpose therein contained, by signing his/her name as such officer of the limited liability company.

WITNESS my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

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

CITY OF MORRISTOWN, P.O. BOX 1499, MORRISTOWN, TN 37815  
NAME AND ADDRESS OF PROPERTY OWNERS(S)

(EXEMPT)  
NAME AND ADDRESS OF PERSON(S) RESPONSIBLE FOR PAYMENT OF TAXES

P/O Map 034 Parcel 021.00  
TAX PARCEL IDENTIFICATION NO.

I hereby swear or affirm that the actual or true value of this transfer, whichever is greater is \$41,756.00

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

This instrument prepared by: Carroll Anderson & Foust, LLP, 918 West First North Street, Morristown, Tennessee 37814

Any examination of title, title search or title insurance policy will be evidenced by a separate document, certificate or policy. By this instrument preparer makes no representations as to title or survey. Failure to promptly record this instrument may seriously impair your rights. rm

## AGREEMENT OF SALE

CITY PROJECT: Thompson Creek Road

CITY: City of Morristown Tn.

FEDERAL PROJECT: N/A

TRACT #: 7

This agreement entered into on this the 7th day of July 2022 between Thompson Creek Apartments LLC Et Al herein after called the Seller and the City of Morristown Tn. shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the City of Morristown.

- A. The Seller hereby offers and agrees to convey to the City lands identified as TRACT 7 the right-of-way plan for the above referenced project upon the City tendering the purchase price of \$41,756.00, said tract being further described on the attached legal description.
- B. The City agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The City will reimburse the Seller for expenses incident to the transfer of the property to the City. Real Estate Taxes will be prorated.

The following terms and conditions will also apply unless otherwise indicated:

- C. Retention of Improvements      Does not Retain Improvements      Not Applicable (X)  
Seller agrees to retain improvements under the terms and conditions stated in the attached agreement to this document and made a part of this Agreement of Sale.
- D. Utility Adjustment      Not Applicable (X)  
The Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him. The purchase price offered includes \$ N/A to compensate the owner for his expenses.
- E. Other: This contract is contingent upon formal approval by the Morristown City Council.
- F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property.

**PROPERTY of THOMPSON CREEK APARTMENTS, LLC, CLINGMAN PROSPECT,  
LLC AND COPE STREET COMPLEX, LLC**

**FEE SIMPLE**

**SITUATED**, lying and being in Civil District No. 4 of Hamblen County, Tennessee and being more particularly described as follows:

**BEGINNING** at a point at the intersection of the existing west right of way line of Thompson Creek Road and south property line of the Grantor(s) herein; thence with the said property line S 57° 56' 56" W, a distance of 237.86 feet to a point; thence N 32° 03' 04" W, a distance of 22.25 feet to a point; thence N 57° 56' 11" E, a distance of 68.20 feet to a point; thence along a curve to the left having an arc length of 262.49 feet, radius of 221.00 feet, and a chord bearing of N 23° 54' 34" E, to a point in the said existing west right of way line; thence with the said existing west right of way line S 19° 40' 03" E, a distance of 164.54 feet to the Point of the **BEGINNING**.

Containing 11,078 square feet, more or less.

**UTILITY EASEMENT**

Being a parcel of land lying outside and adjacent to the said proposed west right of way line of Thompson Creek Road and being a width of 5 feet, more or less.

Containing 1,639 square feet, more or less.

**CONSTRUCTION EASEMENT**

Being a parcel of land lying outside and adjacent to the said existing west right of way line of Thompson Creek Road a constant width of 25.00 feet, more or less, to the point of intersection of the said existing right of way line of Thompson Creek Road and the said proposed west right of way line of Thompson Creek Road; thence adjacent to the said proposed right of way line with a constant width of 25.00 feet, more or less, to a point; thence adjacent to the said proposed right of way line with a constant width of 10.00 feet, more or less, to a point in the south property line of the Grantor(s) herein.

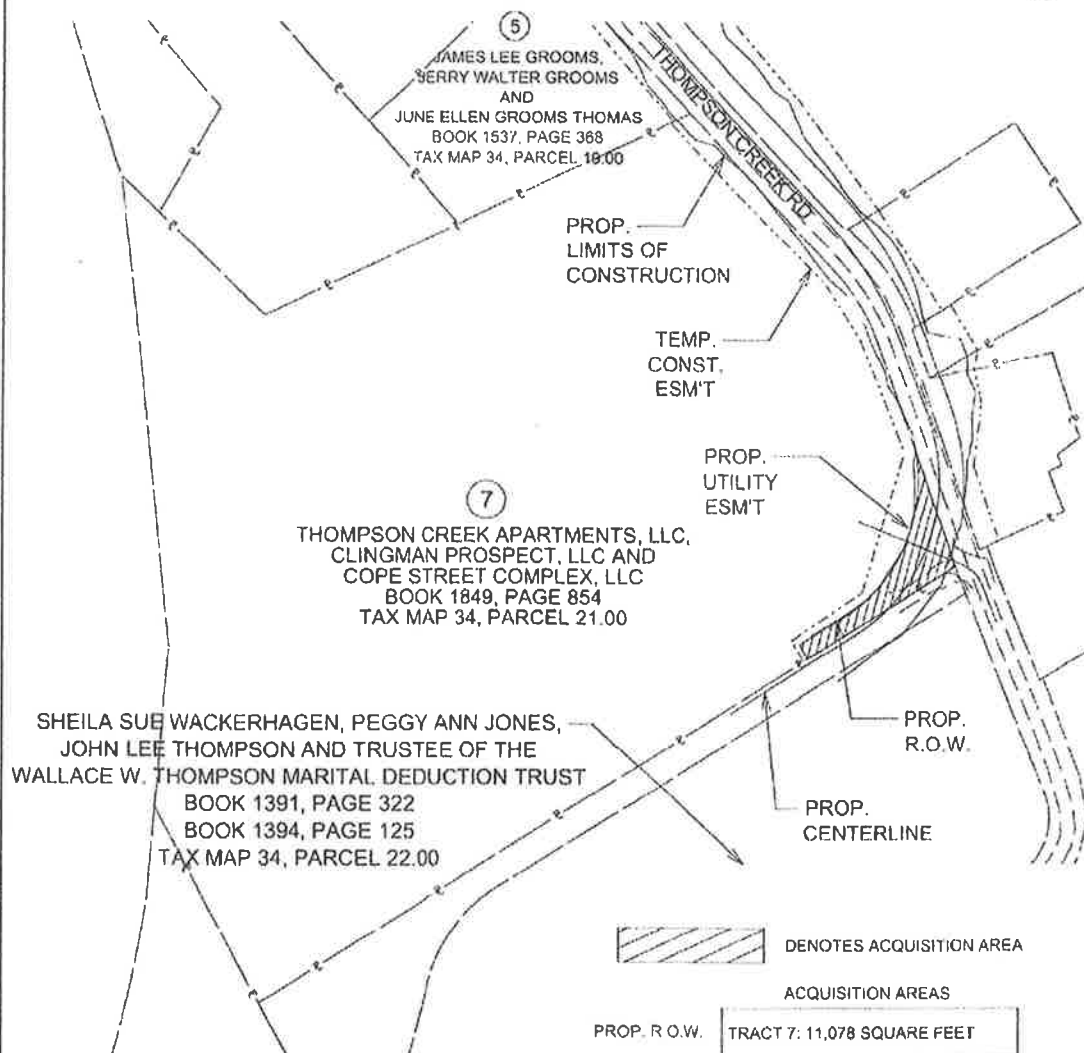
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By this instrument the grantors hereby convey an easement for the construction of a work area and erosion controls outside of the proposed right of way line. The title to the above described land remains vested in the grantor and is to be used by the City of Morristown, its contractors or its assigns for a period of 1 year from and after the commencement of construction.

The grantors acquired title to said land under deed of record in Deed Book 1849, Page 854, in the Register's Office of Hamblen County, Tennessee.

The consideration mentioned herein included payment for all the property taken, also payment for any and all incidental damages to the remainder compensable under eminent domain.

The above described property is a portion of Parcel 21.00, Tax Map 34.



I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT THE INFORMATION SHOWN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

NOTES:

This drawing is not intended to represent a Boundary Survey/General Property Survey compliant with the minimum standard detail requirements of the State of Tennessee Rule 0820-03-.07. A complete Boundary Survey has not been completed for this property.

The purpose of this drawing is to identify the acquisition areas shown on plans entitled "THOMPSON CREEK ROAD RECONSTRUCTION", prepared by Mattern & Craig 429 Clay St., Kingsport, Tennessee 37660.



DENOTES ACQUISITION AREA

ACQUISITION AREAS

PROP. R.O.W.	TRACT 7: 11,078 SQUARE FEET
TEMP. CONST. ESM'T	TRACT 7: 1,639 SQUARE FEET
PROP. UTILITY ESM'T	TRACT 7: 19,165 SQUARE FEET



**Mattern & Craig**  
ENGINEERS • SURVEYORS

429 CLAY STREET  
KINGSPORT, TENNESSEE 37660  
(423) 245-4970  
FAX (423) 245-5932

200 0 200



GRAPHIC SCALE - 1"=200'

PROJECT

THOMPSON CREEK ROAD RECONSTRUCTION  
CONV-SICRY NUMBER 3218G

DATE 5-11-2022

SHT. 7 OF 10

THOMPSON CREEK APARTMENTS, LLC, CLINGMAN PROSPECT, LLC AND COPE STREET COMPLEX, LLC	
BOOK 1849, PAGE 854	
4TH CIVIL DISTRICT OF HAMBLIN COUNTY, TENNESSEE	
DRAWN BY	DRAWING NO.

(SELLERS)

(SELLERS)



June 29, 2022

Mr. Tony Cox  
City of Morristown  
P. O. Box 1499  
Morristown, TN 37816

Dear Tony:

At a called meeting of the Industrial Development Board of the City of Morristown on June 20, 2022, the Board reviewed a request from Wattum, a cryptocurrency mining company, to purchase a parcel of land, identified on the attached map on Power Drive in the *East Tennessee Progress Center*, consisting of approximately 5 acres. Wattum will represent an approximately \$35 million investment and create 3-5 new jobs.

The Industrial Development Board recommends the sale of this land to Wattum by City Council at an agreed upon purchase price of \$20,000 per acre, with the condition to include appropriate landscaping, fencing and decibel sound abatement.

Wattum also has interest in purchasing property along Hamblen Avenue in the *East Tennessee Valley Industrial District* that was previously leased to Amerigas. While the Industrial Board can not make a recommendation regarding the sale of land in this park, the board does request that landscape screening and sound abatement be required of the project.

If you have any questions, please don't hesitate to call.

Sincerely,



Marshall Ramsey  
Secretary

MR/jb

Cc: Mr. Andrew Ellard