

C O N T R A C T

THIS APPLICATION AND CONTRACT AGREEMENT to locate certain
utilities or and to perform certain work on Tennessee State

Highway Right-of-way between

Harriman Utility Board

(Name of Applicant)

P. O. Box 434

Harriman, Tennessee 37748

a Utility Corporation, Utility District or Municipal Corpora-

tion hereinafter called First Party, and the Department of

Highways of the State of Tennessee, hereinafter called Second

Party,

WITNESSETH:

Second Party, for the consideration hereinafter mentioned,
hereby grants unto First Party permission to go upon the right-
of-way belonging to Second Party on Project No. _____

State Highway or Interstate Route No. _____, in

Roane County, between (Give exact location and

description of facility for which permit is requested)

2870 feet, 13.2 Kv, primary power line extension along State

Highway 61 in Cardiff, Tennessee.

The consideration for the above-mentioned grant is as

follows:

WITNESSETH:

1. First Party, before commencing any work or installing
any appliances upon said right-of-way, shall submit to the

Commissioner or Division Engineer of the Department of Highways
of the State of Tennessee, plans showing the location, with

reference to the paved portion of said Highway, of all work to
be done or appliances to be installed in order that said

Commissioner may approve or disapprove the proposed work; and
shall do all work and install all appliances in accordance

with such plans as said Commissioner or Division Engineer may
approve. These plans are incorporated herein and made a part

of this application and agreement.

provisions of said Act or Acts.

will be made and the First Party reimbursed according to the the Supreme Court of Tennessee, in which event the relocation utility of a class which includes the First Party is upheld by or Acts providing for reimbursement of relocation costs of a of the Public Acts of 1963 or any other subsequent similar Act Tennessee or any other agency of the State, unless Chapter 368 expense and without cost to the Second Party, the State of to remove said appliances and facilities promptly at its own First Party agrees upon being requested so to do by Second Party should, at any time, interfere with the use of said highway, the or reconstructed or in the event said appliances and facilities removed in order that said highway may be properly maintained highway to have the above mentioned appliances and facilities in the maintenance, construction or reconstruction of said

5. If, at any future time, it should become necessary will reimburse Second Party for the cost of such repairs. that Second Party may repair said Highway and that First Party manner satisfactory to the Second Party, First Party agrees damaged; and, in the event such repairs are not made in a access ramps or any other part of said highway which may be portion of the pavement, shoulders, bridges, private driveways, instructions which may be issued by the Second Party; any the Standard Specifications of the Department of Highways and 4. First Party shall replace or repair in accordance with

while such Inspector is assigned to this work.

Inspector that Second Party may see fit to place upon the work

3. First Party shall pay the salary and expenses of any

ment shall be placed on pavement during construction.

open and clear at all times and no excavated material or equip-

traffic lanes, private driveways and access ramps will be kept

stoned by the installation being on the right-of-way. All paved

road lanterns or other signals and will bear any expense occa-

placing of or failure to display construction signs, danger signs,

damages caused by any negligence on its part, or by the improper

is not completed within a year from date of contract execution. the work shown on the plans and contemplated under this permit 12. It is agreed that this permit shall become void if all

be obstructed during or after installation. way and under no condition, will any drainage facility or ditch of the representatives of the Party of the Second Part. In no or after the completion of the work is subject to the approval 11. The condition of the right-of-way at any time during in any way, assume the maintenance of the First Party's facility.

highway right-of-way and in granting this permit, does not, Party of the First Part any right, title or claim on any 10. The Party of the Second Part does not grant the aforementioned policy.

the ramps of the Interstate Highway except as provided in the without access from or to the through traffic roadways and/or and the maintenance of the facility will be accomplished and Defense Highways: and that the installation, operation, modification of Utilities on the National System of Interstate Association of State Highway Officials Policy on the Accom- ity will be accomplished in accordance with the American

ation, operation and maintenance of the above described facility, the Party of the First Part agrees that the installation, Where the project is a segment of the Interstate owners for any alterations.

highway right-of-way and shall secure permission from the conflicts with any structures of utilities that are on the 8. The Party of the First Part is responsible for any of time to insure a living and growing sod.

of First Part shall be replaced and maintained for a length Party of the Second Part; and solid sod displaced by Party during the process of the work without permission of the shrubs on the right-of-way shall be cut, trimmed or damaged 7. Party of the First Part agrees that no trees or

six months after being rebuilt. directed by the Second Party and maintained for a period of rebuilt by First Party as per specifications attached or as removed by First Party, said section of pavement shall be

13. No permit is to become valid for the installation of a utility over or under an Interstate Defense Highway unless and until same has been approved in writing by the Division Engineer of the Bureau of Public Roads. All such applications for permission to cross over or under these highways must outline, in detail, on accompanying plans, the exact location and extent of facilities in relation to limits of controlled access and through-traffic roadways and interchange ramps of the Interstate. The method to be used in making these installations shall be fully described and in general conform to the minimum requirements as shown on the accompanying specifications.

14. First Party is to deliver a cashier's or certified check in the sum of \$ _____, payable to Second Party, or if the sum aforesaid exceeds two thousand, five hundred (\$2,500.00) dollars, First Party may make a bond in the amount first mentioned with good and sufficient surety, acceptable to Second Party, guaranteeing to second Party the performance of this contract and the satisfactory maintenance of same for a period of six (6) months after completion.

15. First Party proposes to perform the work covered by this contract by the following method (Check one):

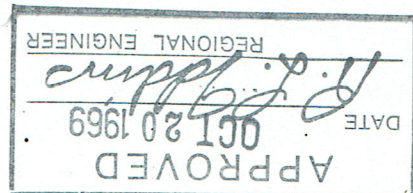
- X {a} By utility's own forces
(b) By use of a contractor under terms of an existing continuing contract between First Party and the contractor, which was executed prior to August 3, 1965.
(c) By contract under conditions other than those listed in (b)

It is agreed that if Condition (c) exists, the following regulations are in force:

During the performance of this Contract, the First Party, for itself, its assignees and successors in interest, (hereinafter referred to as the "CONTRACTOR"), agrees as follows:

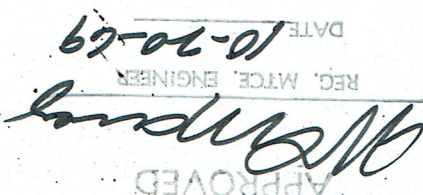
(a) Compliance with Regulations: The CONTRACTOR will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federal-ly-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8 hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this Contract.

- (b) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.
- (c) Solicitations: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
- (d) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State highway department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this Section II-3, the State highway department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to, (1) withholding of payments to the contractor under the contract until the contractor complies, and/or (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) Incorporation of Provisions: The contractor will include the provisions of Section II-3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract, procurement, or lease as the State highway department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for



By: J. J. Kelly

Utility
Harriman Utility Board



I hereby certify that the work covered by this permit will be accomplished either by the regular forces of this utility or by a continuing contract with a contractor signed prior to August 3, 1965, thereby providing exemption from the Civil Rights Assurances included in this permit.

CERTIFICATION

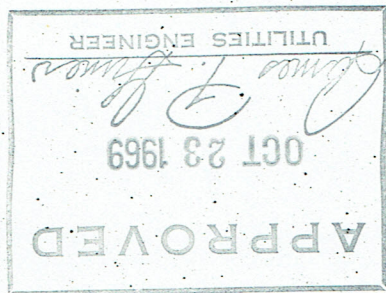
Form adopted 4-1-63
Form revised 5-14-64
Form revised 4-26-66

Division Engineer, Bureau of Public Roads, U. S. Department of Commerce
Date _____

APPROVED, _____
Title: _____
By: _____
Comm. Engineer

DEPARTMENT OF HIGHWAYS

By: J. J. Kelly
Title: _____
Manager
Harriman Utility Board
(Part of First Part)



_____ day of _____, 19 69.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized Representatives on this, the _____ day of _____, 19 69.

noncompliance: Provided, however, that, in the event a contractor becomes involved in or is threatened with, litigation with a sub-contractor, supplier, or lessor as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.