

# CONTRACT

THIS APPLICATION AND CONTRACT AGREEMENT to locate certain utilities on and to perform certain work on Tennessee State Highway Right-of-way between Wolfe Branch Utility District of Roane (Name of Applicant) and Morgan Counties, Tennessee,

~~a Utility Corporation~~ Utility District ~~or Municipal Corporation~~ 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. 29A, in Roane and Morgan County, between (Give exact location and description of facility for which permit is requested) A point 1800 feet west of the Roane and Morgan County line to a point approximately 3,000 feet west of the intersection of State Highway 29 and 29A. (See attached Plans)

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.



2. First Party agrees that it will be responsible for any damages caused by any negligence on its part, or by the improper placing of or failure to display construction signs, danger signs, road lanterns or other signals and will bear any expense occasioned by the installation being on the right-of-way. All paved traffic lanes, private driveways and access ramps will be kept open and clear at all times and no excavated material or equipment shall be placed on pavement during construction.

3. First Party shall pay the salary and expenses of any Inspector that Second Party may see fit to place upon the work while such Inspector is assigned to this work.

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

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



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

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

8. The Party of the First Part is responsible for any conflicts with any structures or utilities that are on the highway right-of-way and shall secure permission from the owners for any alterations.

9. Where the project is a segment of the Interstate System, the Party of the First Part agrees that the installation, operation and maintenance of the above described facility will be accomplished in accordance with the American Association of State Highway Officials Policy on the Accommodation of Utilities on the National System of Interstate and Defense Highways; and that the installation, operation and the maintenance of the facility will be accomplished without access from or to the through traffic roadways and/or the ramps of the Interstate Highway except as provided in the aforementioned policy.

10. The Party of the Second Part does not grant the Party of the First Part any right, title or claim on any highway right-of-way and in granting this permit, does not, in any way, assume the maintenance of the First Party's facility.

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

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



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):

- ☒ (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 federally-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



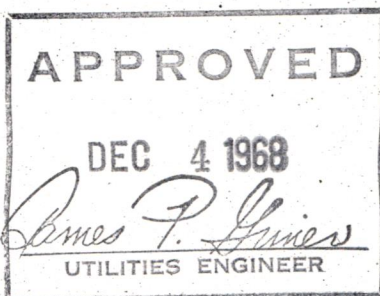
noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor, supplier, or lessor as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State,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

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized Representatives on this, the 18th day of November, 1968.

Wolfe Branch Utility Co.  
(Party of First Part)

By:

Title: J. C. Hedrick, Chairman, Wolfe Branch  
Utility District of Roane and Morgan  
Counties, Tennessee



DEPARTMENT OF HIGHWAYS

By:

Title:

Commissioner

APPROVED:

Division Engineer, Bureau of Public  
Roads, U. S. Department of Commerce  
(Interstate Projects)

Date

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

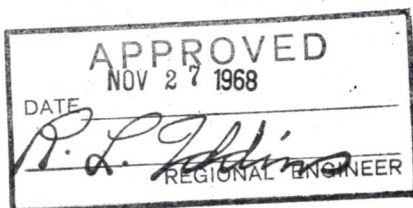
#### CERTIFICATION

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.

APPROVED

W. M. M. M. M.  
REG. MTCE. ENGINEER  
DATE 11-26-68

Wolfe Branch Utility  
Utility



By:

J. C. Hedrick  
J. C. Hedrick, Chairman, Wolfe Branch  
Utility District of Roane and Morgan  
Counties, Tennessee

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