

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
CONTRACT – COUNTY OF RUTHERFORD

PROJECT NO. TBD

CONTRACT NO. - TBD

FISCAL YEAR - 2013-2014

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
CONTRACT - COUNTY OF RUTHERFORD
LITTER REMOVAL ACTIVITIES ON STATE HIGHWAYS**

This Agreement made and entered into by and between the State of Tennessee, acting through its Department of Transportation, hereinafter referred to as the Department, and the County of Rutherford, hereinafter referred to as the County.

WITNESSETH:

WHEREAS, T.C.A., Section 54-5-139 provide that the Commissioner of the Department may enter into contract with a qualified County to perform maintenance activities upon the rights-of-way of state highways located outside municipalities and metropolitan governments, and the Department will reimburse the County on an actual cost basis.

WHEREAS, the Commissioner has determined that the County is qualified to perform such maintenance activities; and

WHEREAS, the parties want to enter into an agreement to provide for the collection and disposal of litter upon the rights-of way of those sections of state highways located within the County's boundaries and outside municipalities, hereinafter identified.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The County shall perform the following item(s) of maintenance on the hereinafter identified sections of state highways over which traffic is routed, identified as "Exhibit A", attached hereto and incorporated herein by reference, for the period of time beginning July 1, 2013, and ending June 30, 2014. "Eligible" items are described on Exhibit A.

The Department agrees to reimburse said County on an actual cost basis, not to exceed the rates listed on "Exhibit A".

The Department will provide signing and safety work vest equipment for use in performing the aforesaid work, it being understood that ownership of said equipment will remain with the Department.

Work-zone signing shall be consistent with the Manual on Uniform Traffic Control Devices.

The City/County shall maintain work zone traffic control and all traffic control devices according to the requirements of the State of Tennessee's currently adopted edition of the Manual of Uniform Traffic Control Devices (MUTCD) defined under the Rules of Tennessee Department of Transportation Chapter 1980-3-1.

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The County will furnish the Department with an itemized monthly sworn statement by the 20th of each month for work performed the previous month, and shall be itemized to include the identification of the sections of highways and date work was performed. In no event will accounts be paid which were incurred more than sixty (60) days prior to submission to the Department unless an extension of time has been requested by the County and granted by the Director of Maintenance. The Department will be furnished a work report by the County, which will detail the work performed by activity including the quantified units of measure, as identified in Exhibit A, to correspond to the requests for reimbursement of each activity submitted. The County shall also provide corresponding work location information for each activity submitted. The County's failure to comply with these requirements shall relieve the Department of any obligation to reimburse the County for the subject work.

The County agrees to comply with all applicable federal and state laws, rules and regulations in the performance of its duties under this agreement. The parties hereby agree that the failure of the County to comply with this provision shall constitute a material breach of agreement and may subject the County to the repayment of all damages suffered by the state and/or the Tennessee Department of Transportation as a result of said breach.

The contract is subject to the appropriation and availability of state funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the contract upon written notice to the County. Said termination shall not be deemed a breach of contract by the Department. Upon receipt of the written notice, the County shall cease all work associated with the contract. Should such an event occur, the County shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the County shall have no right to recover from the Department any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount.

The County shall maintain documentation for all charges against the Department under this contract. The books, records, and documents of the County, insofar as they relate to the work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

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No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in any program or activity or in the employment practices of the County and will immediately take any measure necessary to effectuate this agreement. The County shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.

The Department, by the execution of this agreement, does not assume any liability for damages caused to persons or property by reason of the County maintaining said sections of state highways. The Department assumes no liability for injury to any person or employee of the County performing maintenance work under this agreement. The Department shall have no liability except as specifically provided in this contract.

The contract shall be deemed effective by the parties as of July 1, 2013 regardless of the date it is executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective authorized officials on the date set forth below.

The undersigned Municipal official verifies that he/she is authorized to execute this contract on behalf of the municipality.

COUNTY OF RUTHERFORD

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____
MAYOR

By: _____
JOHN SCHROER
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY

By: _____
COUNTY ATTORNEY

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

"EXHIBIT A"

CONTRACT - COUNTY OF RUTHERFORD
 LITTER REMOVAL ACTIVITIES ON STATE HIGHWAYS IN RUTHERFORD COUNTY
 (COLLECTION, BAGGING AND STORING BAGGED LITTER BEYOND THE ROADWAY SHOULDER)

PRIMARY/SECONDARY/SCENIC PARKWAY

ROUTE SR (US)	FROM	TO	LENGTH IN MILES	NO. PICKUP CYCLES	MAXIMUM PRICE PER ROAD MILE	MAXIMUM PRICE
SR-1 (70)	MURFREESBORO CL	CANNON CL	10.84	6	46.50	\$3,024.40
SR-10 (231)	BEDFORD CL	MURFREESBORO CL	10.59	6	46.50	\$2,954.66
SR-10 (231)	MURFREESBORO CL	WILSON CL	7.95	6	46.50	\$2,218.11
SR-11 (31A)	WILLIAMSON CL	WILLIAMSON CL	2.57	6	46.50	\$717.08
SR-16 (41A)	WILLIAMSON CL	BEDFORD CL	6.52	6	46.50	\$1,819.13
SR-96	WILLIAMSON CL	MURFREESBORO CL	9.12	6	46.50	\$2,544.53
SR-96	MURFREESBORO CL	CANNON CL	13.94	6	46.50	\$3,889.31
SR-2 (41)	MURFREESBORO CL	COFFEE CL	15.02	4	46.50	\$2,793.77
SR-99	MARSHALL CL	JCT. SR-16 (US-41A)	2.33	4	46.50	\$433.43
SR-99	JCT. SR-16 (US-41A)	MURFREESBORO CL	16.19	4	46.50	\$3,011.39
SR-99	MURFREESBORO CL	CANNON CL	11.40	4	46.50	\$2,120.45
SR-102	JCT. SR-96	SMYRNA CL	7.38	4	46.50	\$1,372.73
SR-266	SMYRNA CL	JCT. SR-96	13.57	4	46.50	\$2,524.07
SR-266	JCT. SR-96	WILSON CL	3.03	4	46.50	\$563.63
SR-268	MURFREESBORO CL	JCT. SR-96	1.38	4	46.50	\$256.73
SR-269	JCT. SR-11 (US-31A)	JCT. SR-16 (US-41A)	2.64	4	46.50	\$491.09
SR-269	JCT. SR-99	JCT. SR-10 (US-231)	9.90	4	46.50	\$1,841.45
SR-269	JCT. SR-10 (US-231)	BEDFORD CL	6.50	4	46.50	\$1,209.04
			Total Miles	155.18	Total Amount	\$33,785.00
Total Contract Amount ----->						\$33,785.00

"In no event shall the maximum liability of the Department for all services under this Contract exceed \$33,785.00."

Note: Quantified Units of Measure

Litter Removal

Roadway Miles