

RESOLUTION NO. 14-518

A RESOLUTION PURSUANT TO MOUNT CARMEL MUNICIPAL CODE §1-402 AUTHORIZING THE MAYOR TO ENTER INTO STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION CONTRACT FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH THE TOWN OF MOUNT CARMEL, TENNESSEE.

WHEREAS, Tenn. Code Anno. §§54-5-201 through 203 et seq., provide that the Department of Transportation for the State of Tennessee is responsible for the maintenance of the streets in municipalities over which traffic on State highways is routed and may enter into contracts with municipalities relative to this requirement where a municipality is organized for the care of its own streets, on a reimbursement basis; and

WHEREAS, the Town of Mount Carmel, Tennessee, is organized for the care of its own streets, and wishes to enter into an agreement to provide for the maintenance of those sections of such streets including State Routes 1 and 346; and

WHEREAS, Mount Carmel Municipal Code §1-402 provides that the Mayor shall negotiate agreements such as the one attached hereto which he now presents to the Board of Mayor and Aldermen for its approval; and

WHEREAS, the revenue derived from performing maintenance work pursuant to the aforescribed contract is essential to the financial well being of the Town of Mount Carmel, Tennessee; and

WHEREAS, the public welfare requires it;

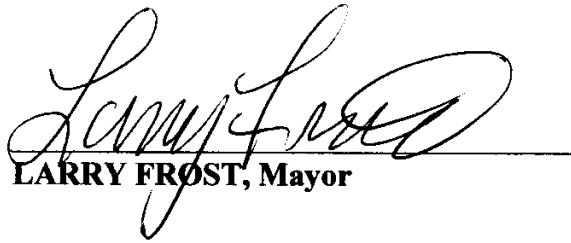
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, as follows:

Section I. This agreement attached hereto and incorporated herein by reference thereto is and should be entered into by the Town of Mount Carmel and is therefore approved;

Section II. The Mayor shall do all things necessary to validate and make the agreement attached hereto legally binding including, but not limited to, affixing his signature thereto;

Section III. This Resolution shall take effect upon its passage the public welfare requiring it.

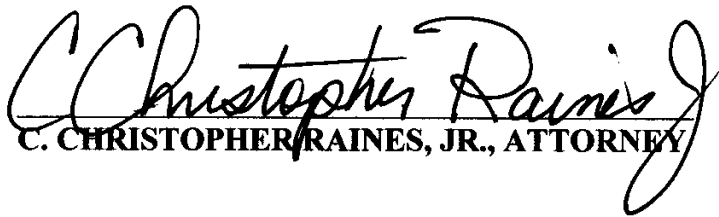
Duly passed and approved this the 24th day of June, 2014.

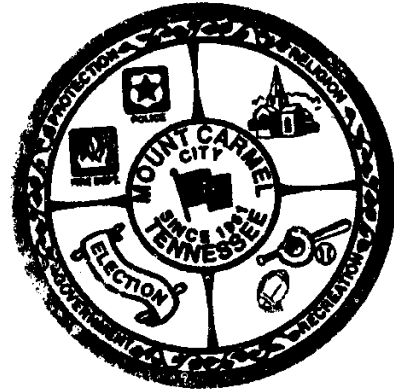

LARRY FROST, Mayor

ATTEST:


MARIAN SANDIDGE, City Recorder

APPROVED AS TO FORM:


C. CHRISTOPHER RAINES, JR., ATTORNEY



FIRST READING	AYES	NAYS	OTHER
Alderman Eugene Christian	x		
Alderman Wanda Davidson	x		
Alderman Leann DeBord			Absent
Alderman Frances Frost	x		
Alderman Carl Wolfe	x		
Vice-Mayor Paul Hale	x		
Mayor Larry Frost	x		
TOTALS	6	0	1

PASSED FIRST READING June 24, 2014

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MOUNT CARMEL**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "Department" and CITY OF MOUNT CARMEL, hereinafter referred to as the "Agency" is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contract #: 1556

A. SCOPE OF SERVICES:

- A.1. The Agency shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the Department is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the Department shall be of a width and type that the Department deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the Department is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the Department, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the Department may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The Department is hereby contracting with the Agency for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning July 1, 2014, and ending on June 30, 2015. The Agency hereby acknowledges and affirms that the Department shall have no obligation for services rendered by the Agency which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Department under this Contract exceed Thirty-Two Thousand One Hundred Sixty-Eight Dollars and Seventy Cents (\$ 32,168.70). The payment rates in Section C.3 shall constitute the entire compensation due the Agency for all service and Agency obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Agency.

The Agency is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the Department. The maximum liability represents available funds for payment to the Agency and does not guarantee payment of any such funds to the Agency under this Contract unless the Department requests work and the Agency performs said work. In which case, the Agency shall be paid in accordance with the payment rates detailed in Section C.3. The Department is under no obligation to request work from the Agency in any specific dollar amounts or to request any work at all from the Agency during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the Department under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. The Agency shall be compensated based on the payment rates herein for units of service authorized by the Department in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Agency's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Agency shall be compensated for said units, milestones, or increments of service based upon the payment rates provided in Attachments "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities" and included herein "Exhibit B" containing the maximum allowable labor and equipment rates, attached and incorporated hereto as part of this Contract.

- C.4. Travel Compensation. The Agency shall not be compensated or reimbursed for travel, meals, or lodging.

- C.5. Invoice Requirements. The Agency shall invoice the Department only for completed increments of service and for the amount stipulated in Section C.3, above, and present said sworn invoices within the time specified in Section C.6 below and no more often than monthly, with all necessary supporting documentation, to:

DISTRICT 17 OPERATIONS
1825 STATE STREET
MORRISTOWN, TN 37814

- a. Each invoice shall clearly and accurately detail at a minimum all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Agency);
- (2) Invoice Date;
- (3) Contract Number (assigned by the Department);
- (4) Customer Account Name: Tennessee Department of Transportation,
Maintenance Division;
- (5) Customer Account Number (assigned by the Agency to the above-referenced
Customer);
- (6) Agency Name;
- (7) Agency Tennessee Edison Registration ID Number;

- (8) Agency Contact for Invoice Questions (name, phone, and/or fax);
- (9) Agency Remittance Address;
- (10) Description of Delivered Service that shall detail the work performed by activity, including the quantified units of measure as identified in the Attachments, and work location that corresponds to the request for reimbursement of each activity submitted;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced,
 - ii. Number of Completed Units of Measure as applicable for each service invoiced, as provided in Exhibit A,
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced,
 - iv. Amount Due by Service, and
 - v. Total Amount Due for the invoice period; and
- (12) Any further information requested by the Department.

b. The Agency understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and Exhibit A, and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment only when the Department is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6 Timely Invoice. The amount(s) per compensable increment (detailed in Section C.3) shall be contingent upon the Department's receipt of an invoice (as required in Section C.5.) for said service(s) within sixty (60) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the Department, the amount per compensable increment of any service for which the Department receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the Department, the Agency must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Agency's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Agency to this Contract.

C.7. Payment of Invoice. A payment by the Department shall not prejudice the Department's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the Department shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.8. Invoice Reductions. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.9. Deductions. The Department reserves the right to deduct from amounts, which are or shall become due and payable to the Agency under this or any contract between the Agency and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Agency.

C.10. Prerequisite Documentation. The Agency shall not invoice the Department under this Contract until the Department has received the following documentation properly completed.

- a. The Agency shall complete, sign, and present to the Department an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Department. By doing so, the Agency acknowledges and agrees that, once said form is received by the Department, all payments to the Agency, under this or any other contract the Agency has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Agency shall complete, sign, and present to the Department a "Substitute W-9 Form" provided by the Department. The taxpayer identification number detailed by said form must agree with the Agency's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Department is not bound by this Contract until it is signed by the contract parties.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations.
- D.3. Termination for Convenience. The Department may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. Upon such termination, the Agency shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Agency fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Agency violates any terms of this Contract, the Department shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Contract by the Agency.
- D.5. Subcontracting. The Agency shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Department. If such subcontracts are approved by the Department, each shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Records," "Monitoring," and "State and Federal Requirements," (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Agency shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Agency warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Records. The Agency shall maintain documentation for all charges under this Contract. The books, records, and documents of the Agency, insofar as they relate to 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 shall 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.
- D.9. Monitoring. The Agency's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Agency shall submit brief, periodic, progress reports to the Department as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Agency, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Department beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.13. Department Liability. The Department shall have no liability except as specifically provided in this Contract. The Department does not assume any liability for damages caused to persons or property by reason of the Agency performance of this Contract. The Department assumes no liability for injury to any person or employees of the Agency performing work under this Contract.
- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Agency shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings,

representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The Department:

James Rosen, Operations Supervisor
State of Tennessee Department of Transportation
1825 State Street
Morristown, TN 37814
James.Rosen@tn.gov
Telephone # (423) 587-7026
FAX # (423) 317-0946

The Agency:

Agency Contact Name & Title
City of Mount Carmel
100 E Main Street, PO Box 1421
Mount Carmel, TN 37645
Email Address
Telephone # (423) 357-7311
FAX # (423) 357-7710

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State of Tennessee and/or Federal 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 Agency. Said termination shall not be deemed a breach of Contract by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Contract. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency 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.

- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Agency shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the Department. Particularly, the Agency shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.
- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the Department.

Add Appropriate and Contingently Required Special Terms & Conditions

IN WITNESS WHEREOF,

CITY OF MOUNT CARMEL:



AGENCY SIGNATURE

6/24/2014

DATE

Larry Frost, Mayor Town of Mount Carmel

PRINTED NAME AND TITLE OF AGENCY SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY



AGENCY ATTORNEY SIGNATURE

6/26/14

DATE

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

JOHN SCHROER, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

DEPARTMENT GENERAL COUNSEL

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the Department to the Agency under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Agency and are not eligible for reimbursement by the Department:

1. Crosswalk Striping
2. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
4. Storm drainage
5. Traffic control signs and signals and any other traffic control or monitoring devices.
6. Street lighting
7. Street name signs
8. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
9. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the Department as a construction project, in accordance with a program developed after consultation with the Agency.
2. The Department will furnish and maintain route markers through the Municipalities.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Agency under the terms of this contract. The Department agrees to reimburse said Agency in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

Approved Maximum Reimbursement Per Square Yard:	\$ 0.15
Total Roadway Surface Area (YD^2):	147,738
Calculated Maximum Reimbursement (Roadway Surface):	\$ 22,160.70

Roadway Surface Inventory Worksheet (Mount Carmel)													
Route	Street Name	Action	Crossing Boundry Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(mi.)	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR001	US 11W	BEGIN	0.7 East of Silver Lake Road	2A	Yes	37.74	39.89	2.14	11299.2	98		29506	93,529.73
SR346	Carters Valley Road	BEGIN	Grand Hall U.M. Church	1C	No	13.59	17.8	4.2	22176	22		0	54,208.00
Total Length (mi.):								6.340				Total Roadway Surface:	147,738

**INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following Table itemizes the eligible mowing area in acres which will be maintained by the Agency under the terms of this contract. The Department agrees to reimburse said Agency in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre: \$ 45.00
Calculated Maximum Reimbursement (Mowing): \$ 6,390.00

Mowing Inventory Worksheet (Mount Carmel)								
Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
SR001	2A	37.74	39.89	6.1		6.1	6	36.6
	2A	37.74	39.89		17.54	17.54	6	105.24
SR346	1C	13.59	17.8			0	6	0
Total Contract Area (acres):								142

**INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Agency under the terms of this contract. The Department agrees to reimburse said Agency in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

Calculated Maximum Reimbursement (Litter): \$ 3,618.00

Litter Inventory Worksheet (Mount Carmel)										
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
SR001	2A	37.74	39.89	2.01	3	2.01	\$ 150.00	12	24.12	3618
SR346	1C	13.59	17.8		0	0	\$ 50.00	12	0	0
Total Contract Litter (mi.):									24.12	\$ 3,618.00

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

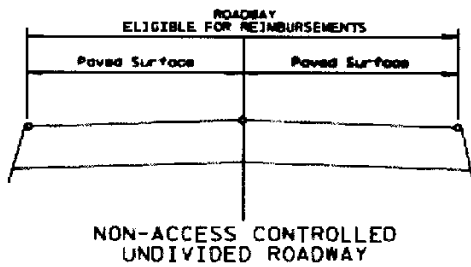


FIGURE 1A

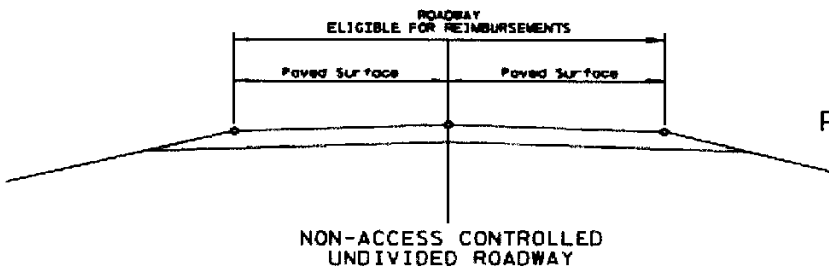


FIGURE 1B

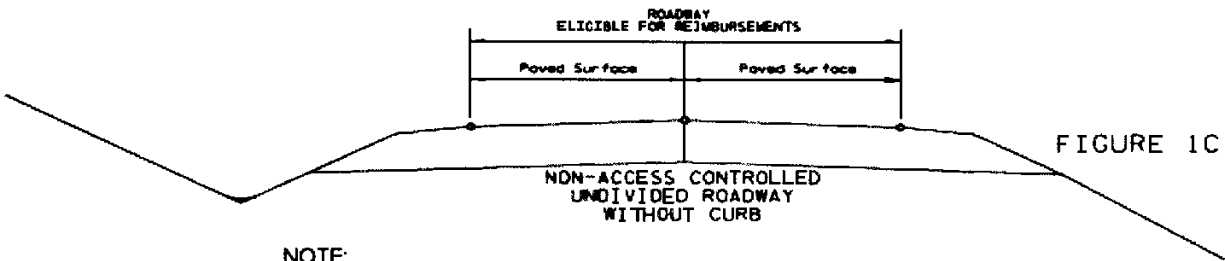


FIGURE 1C

NOTE:
IN FIGURES 1A, 1B, AND 1C FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

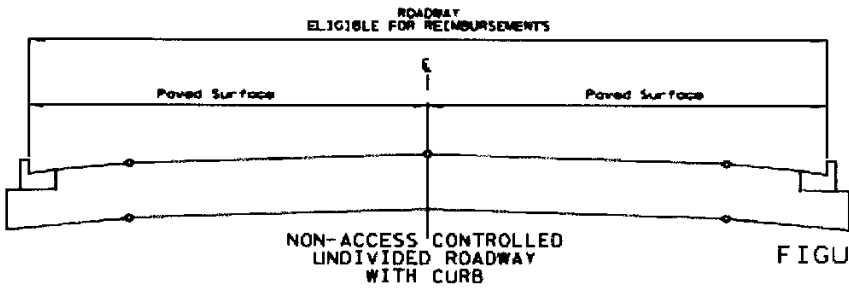


FIGURE 1D

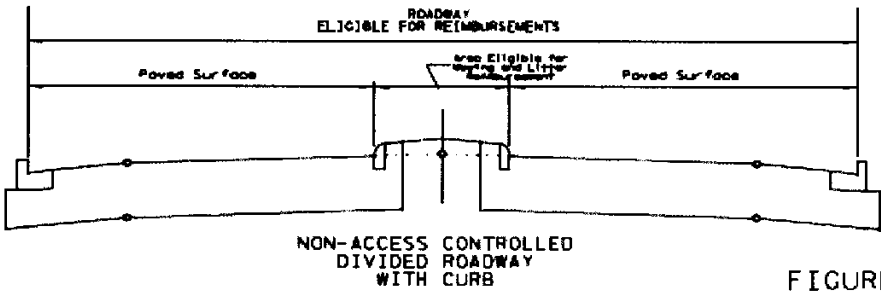


FIGURE 1E

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

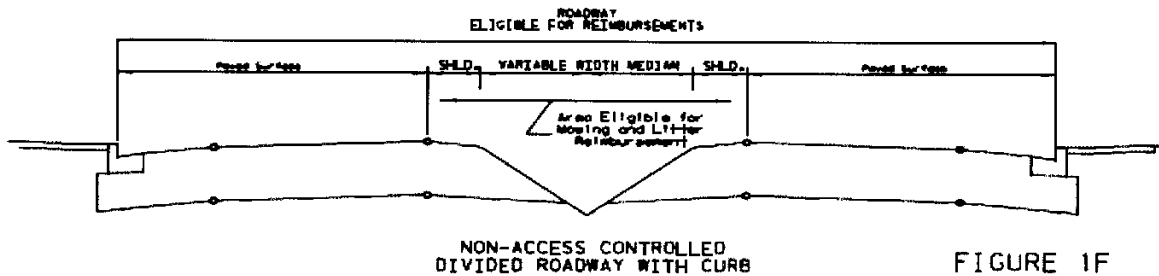


FIGURE 1F

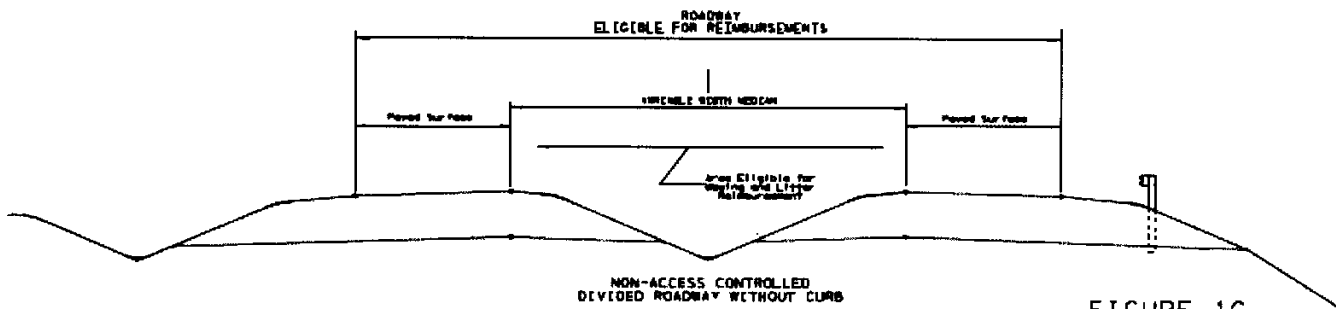


FIGURE 1G

NOTE:
IN FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

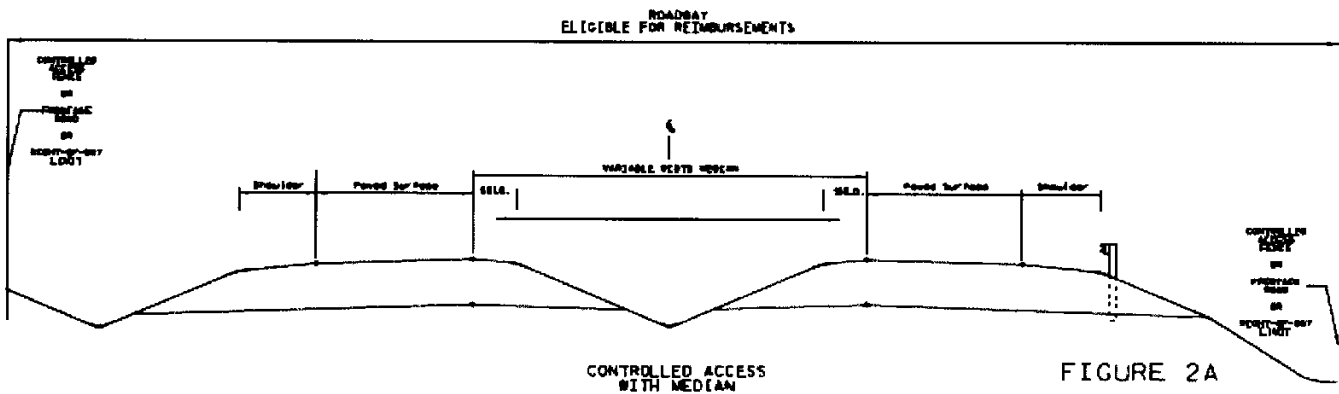


FIGURE 2A

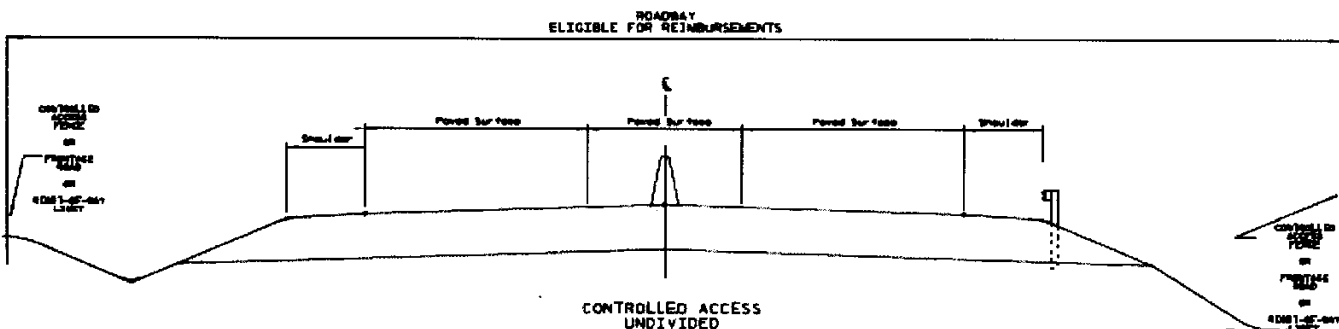


FIGURE 2B

"EXHIBIT B"
CITY OF MOUNT CARMEL
MAXIMUM ALLOWABLE EQUIPMENT RATES
2014-2015 FISCAL YEAR

ITEM NO	DESCRIPTION OF EQUIPMENT	RATE	UNIT
01	SEDAN, POLICE OR FULL SIZE	12.00	HR
02	TRUCK, PICKUP	11.00	HR
03	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
04	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
05	TRUCK, UTILITY/SERVICE BODY	14.00	HR
06	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
07	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
08	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
09	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEeper, TRUCK MOUNTED	55.89	HR
18	SWEeper, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEeper	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR

"EXHIBIT B"
CITY OF MOUNT CARMEL
MAXIMUM ALLOWABLE EQUIPMENT RATES
2014-2015 FISCAL YEAR

ITEM NO	DESCRIPTION OF EQUIPMENT	RATE	UNIT
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR



"EXHIBIT B"
TOWN OF MOUNT CARMEL
MAXIMUM ALLOWABLE EMPLOYEE RATES

LABOR RATES

Beginning July 1, 2014 and ending June 30, 2015

JOB TITLE CLASSIFICATION	PAYABLE RATE PER HOUR	NO. HRS	TOTAL
Equipment Operator	\$14.10 - \$21.15		
Street Construction Worker	\$14.91 - \$22.36		
Foreman	\$16.46 - \$24.69		
Supervisor	\$20.12 - \$30.18		
Clerical	\$17.76 - \$26.64		
	TOTAL		\$0.00

PLUS 35% FRINGE BENEFITS

"EXHIBIT B"

CITY OF MOUNT CARMEL

MAXIMUM ALLOWABLE LABOR RATES

(To be supplied by the City at this time)

Beginning July 1, 2014 and ending June 30, 2015

Job Title Classification	Low Rate	High Rate