

REGULAR MEETING KINGSTON CITY COUNCIL

TUESDAY, JUNE 11, 2019 – 6:00 P.M.

KINGSTON CITY HALL

The Kingston City Council met in regular session on Tuesday, June 11, 2019 at 6:00 p.m. Mayor Neal called the meeting to order. Council Member Brown gave the Invocation and Council Member Childs led the pledge. Upon roll call the following members were present: Council Member Brackett, Council Member Brown, Council Member Childs, Council Member Humphreys, Vice Mayor Stockton, Council Member Wright, and Mayor Neal. Staff present: City Manager David Bolling, Finance Director Carolyn Brewer, City Clerk Marsha Marshall, and City Attorney Jack McPherson.

PREVIOUS MINUTES

A motion was made by Council Member Childs, second by Council Member Wright to waive the reading and approve as written the minutes of the regular meeting on May 14, 2019.

The motion passed with a unanimous roll call vote. 7 Ayes

PERSONS TO APPEAR – Pam May – Roane Alliance spoke about the payments for Contributions, pledge of \$7500.00 for future Welcome Sign, ECD Marketing Campaign, and Relax in Roane

CITIZEN COMMENTS —None

REPORTS – MAYOR AND COUNCIL – Council Member Humphreys reported the Road Block was rescheduled for this Friday to collect donations for the July 4th Fireworks; Council Member Childs commented on the new striping of the Police Vehicles; Vice Mayor Stockton commented on the clean-up work at the Interstate Exit and reported on the Dog Park.

CITY MANAGER – Mr. Bolling reported on the July 4th Donations; Amphitheater construction to begin next week; TML Conference; Employee Picnic. Mayor Neal opened the floor to Chase Clem, Park and Recreation Director to report on the July 4th schedule of Events

ADDITION OF ITEMS TO THE MEETING AGENDA RECEIVED AFTER CLOSE OF AGENDA DEADLINE (BY UNANIMOUS CONSENT OF ALL MEMBERS PRESENT). – NONE

UNFINISHED BUSINESS – NONE

NEW BUSINESS –

1. Authorization for the Mayor to execute the 2019-2020 Maintenance Contract between Tennessee Department of Transportation and the City of Kingston

A motion was made by Council Member Wright second by Vice Mayor Stockton for Authorization for the Mayor to execute the 2019-2020 Maintenance Contract between Tennessee Department of Transportation and the City of Kingston

The motion passed with a unanimous roll call vote. 7 Ayes

2. Appointments to fill three expiring terms on June 30, 2019 for the Parks and Recreation Board. Appointments will be for a 4-year term beginning July 1, 2019 and expiring June 30, 2023.

City Attorney explained the procedure of nominations for appointments.

Mayor Neal opened the floor for nominations.

Vice Mayor Stockton nominated Sue Collins, Council Member Wright nominated Matt Melton, and Council Member Humphreys nominated Eric Clark

Mayor Neal Closed nominations.

Unanimous roll call vote to accept nominations for Appointments. 7 Ayes

3. Authorization of the expenditure of the remaining \$6,443.70 of TVA enhancement funding to go toward the construction of an indoor batting facility at Fort Southwest Point

A motion was made by Council Member Wright, second by Council Member Brackett Authorizing expenditure of the remaining \$6,443.70 of TVA enhancement funding to go toward the construction of an indoor batting facility at Fort Southwest Point

The motion passed with a unanimous roll call vote. 7 Ayes

4. First reading of Ordinance 19-6-11-1 to amend the 2018-19 General Fund budget

A motion was made by Vice Mayor Stockton, second by Council Member Humphreys to approve the First reading of Ordinance 19-6-11-1 to amend the 2018-19 General Fund budget

The motion passed with a unanimous roll call vote. 7 Ayes

5. First reading of Ordinance 19-6-11-2 to amend the 2018-19 Water/Sewer budget

A motion was made by Council Member Wright, second by Council Member Childs to approve the First reading of Ordinance 19-6-11-2 to amend the 2018-19 Water/Sewer budget

The motion passed with a unanimous roll call vote. 7 Ayes

6. First Reading of Ordinance 19-6-11-3 to approve the 2019-20 General Fund Budget and set the tax rate and Water/Sewer Budget and set the Water/Sewer rates

A motion was made by Vice Mayor Stockton to Amend the Budget and raise the Property Tax Rate seventeen cents (.17) for an increase in the submitted budget to add \$100,000 to paving; \$45,000 to restore the eliminated Maintenance position in the Park and Recreation Department; \$50,000 to increase the Parks and Recreation maintenance budget; \$15,000 to increase building maintenance; \$20,000 to increase funding for our events; \$5,000 each to increase the budget for Police and Fire

Departments overtime and \$6,500 to expand the raises to the Department Heads. Second by Council Member Wright.

Discussion and comments ensued; Council Member Brown made a motion to table Budget with a second from Council Member Brackett; Clarification of items listed in motion to Amend; Council Member Brown withdrew motion to table and Council Member Brackett withdrew the second.

Roll Call Vote

Council Member Brackett – No
Council Member Brown – No
Council Member Childs – Yes
Council Member Humphreys – Yes

Vice Mayor Stockton – Yes
Council Member Wright – Yes
Mayor Neal – Yes

Motion passed with 5 Ayes and 2 Nay Votes

Mayor Neal adjourned the meeting.

APPROVED July 9, 2019



Tim Neal, Mayor

ATTEST:



City Clerk

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

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingston (Roane County), hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000002809
Contract #: CMA 2016

A. SCOPE OF SERVICES:

- A.1. The Contractor 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 State 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 State shall be of a width and type that the State 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 State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, 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 State 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 State is hereby contracting with the Contractor 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. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2019, and extend for a period of twelve (12) months after the Effective Date. The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed fifty thousand, and eighteen dollars, and fifty-five cents (\$50,018.55). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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 Contractor.

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

- C.2. **Compensation Firm.** The payment rates and the maximum liability of the State 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 Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

| Service Description | Amount (per compensable increment) |
|--|---------------------------------------|
| Either "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities" | See Exhibit A |
| If included herein "Exhibit B" containing the maximum allowable labor and equipment rates. | See Exhibit B |

- C.4. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. **Invoice Requirements.** The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Department of Transportation
1951 South Roane Street
Harriman, TN 37748

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Transportation
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (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, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

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

- (1) include only charges for service described in Contract Section 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 (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State,

payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- 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 (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor 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 Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor 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 State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contractor 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 Contractor 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 Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, 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 State, 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. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. 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.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venture's, 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 an 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 Contractor, 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 State 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.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. 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.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contractor 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.18. 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.19. 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.20. 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 State:

Todd Sexton, Operations District Manager
State of Tennessee Department of Transportation
1951 South Roane Street Harriman, TN 37755
Todd.Sexton@tn.gov
Tammy.Garrett@tn.gov
Telephone # 865-717-4522
FAX # 865-882-7855

The Contractor:

Carolyn Brewer, Finance Director
City of Kingston
900 Waterford Place Kingston, TN 37763-2887
~~kingstonfinance@att.net~~
~~Telephone # 865-882-3648~~
FAX # 865-376-2325

Carolyn.brewer@kingston-tn.gov
865-376-6584

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 and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State 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 Contractor 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 State. Particularly, the Contractor 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 State.

IN WITNESS WHEREOF,

CITY OF KINGSTON:



CONTRACTOR SIGNATURE

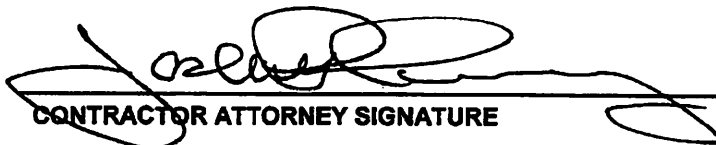
6-11-19

DATE

TIMOTHY NEAL MAYOR

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY



CONTRACTOR ATTORNEY SIGNATURE

6-13-19

DATE

JACK H. McPherson, Jr.

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

**GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following items where applicable are eligible for reimbursement by the State to the Contractor 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 Contractor and are not eligible for reimbursement by the State:

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 State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through the 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 Contractor under the terms of this contract. The State agrees to reimburse said Contractor 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): | | 319077 |
| Calculated Maximum Reimbursement (Roadway Surface): | | \$47,861.55 |

[illegible]

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

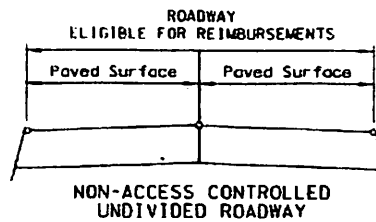


FIGURE 1A

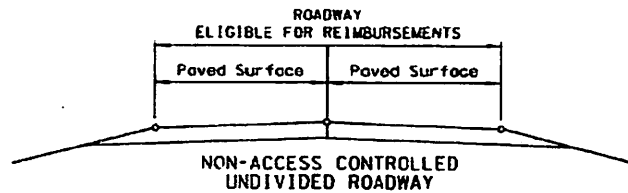


FIGURE 1B

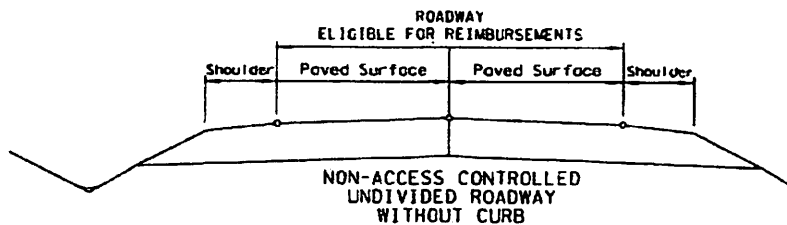


FIGURE 1C

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

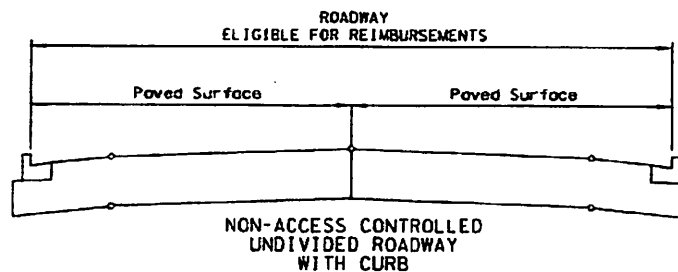


FIGURE 1D

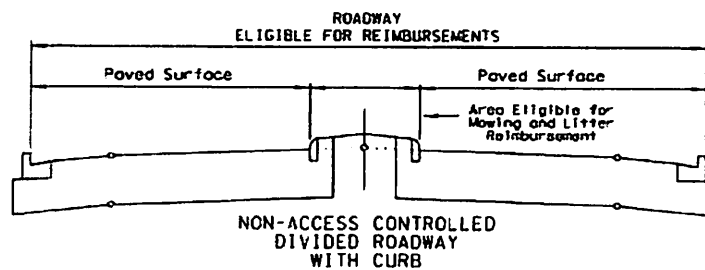


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

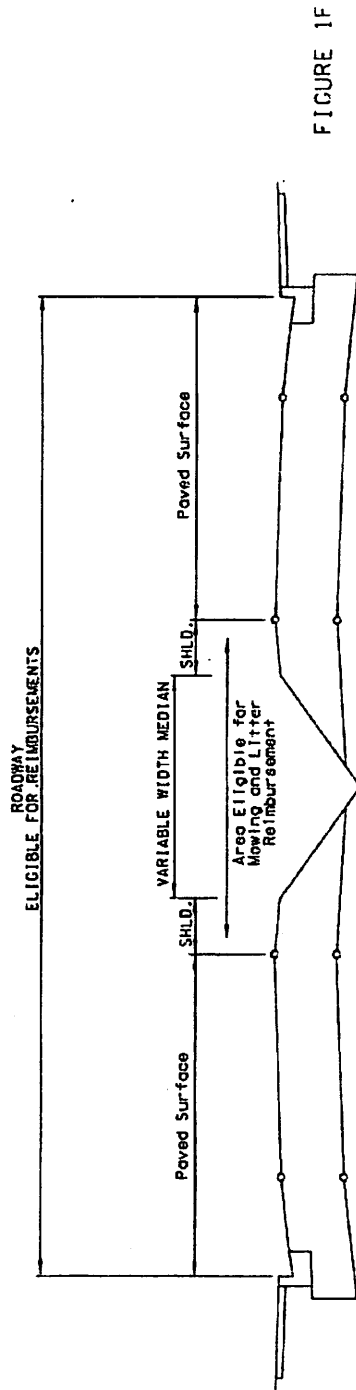


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

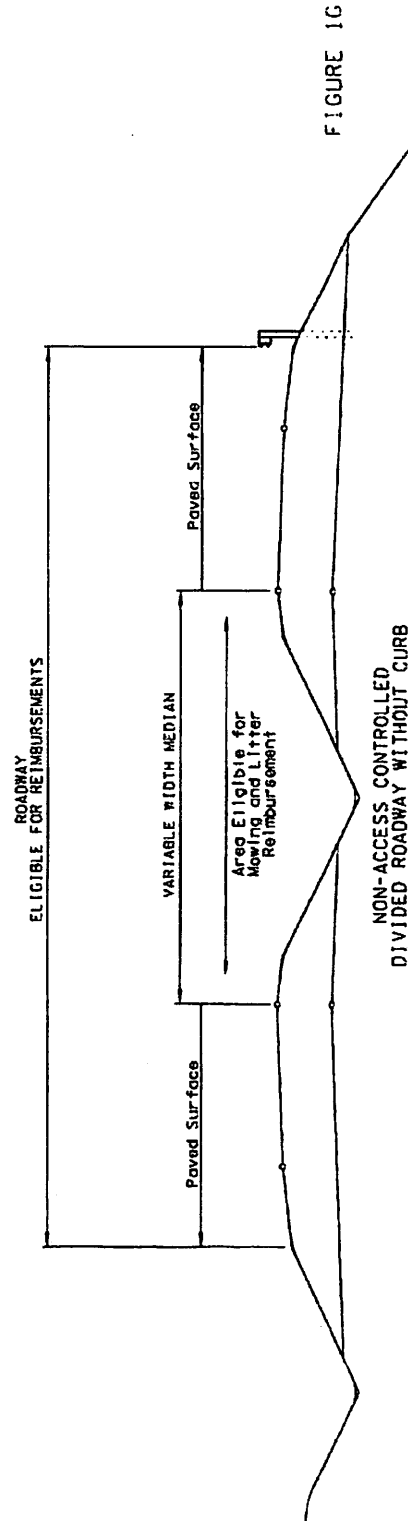


FIGURE 1G

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

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

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

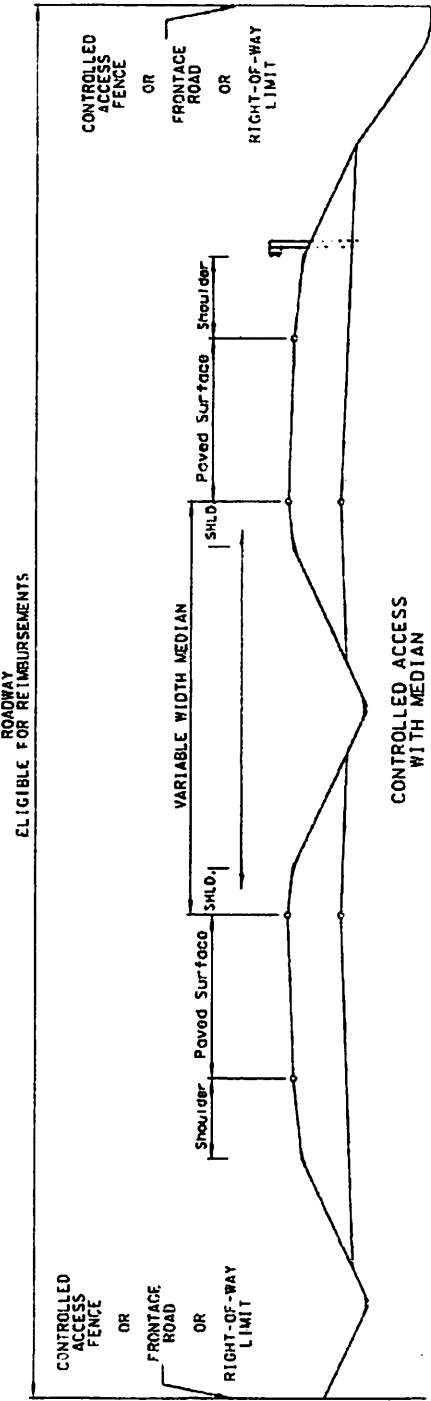


FIGURE 2A

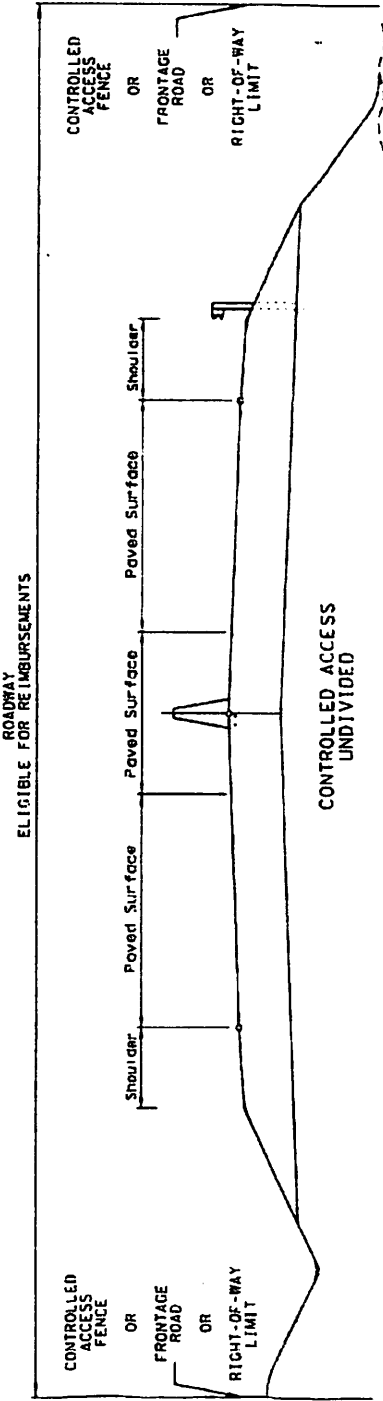


FIGURE 2B

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2019-2020 FISCAL YEAR

| ITEM NO. | DESCRIPTION OF EQUIPMENT | RATE | UNIT |
|----------|---|--------|------|
| 1 | SEDAN, POLICE OR FULL SIZE | 12.00 | HR |
| 2 | TRUCK, PICKUP | 11.00 | HR |
| 3 | TRUCK, ¾ TO 1 TON LIGHT DUTY | 12.00 | HR |
| 4 | TRUCK, ¾ TO 1 TON 4X4 | 13.00 | HR |
| 5 | TRUCK, UTILITY/SERVICE BODY | 14.00 | HR |
| 6 | TRUCK, DUMP UP TO 15,000 GVWR | 24.65 | HR |
| 7 | TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR | 28.12 | HR |
| 8 | TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR | 42.35 | HR |
| 9 | 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 |
| 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 |

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES

2019-2020 FISCAL YEAR

| ITEM NO. | DESCRIPTION OF EQUIPMENT | RATE | UNIT |
|----------|--|--------|------|
| 37 | DAGLINES 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 TIED (ARTICULATED) UP TO 1 CU. YD. | 32.13 | HR |
| 42 | LOADER, FT END RUBBER TIED (ARTICULATED) OVER 1 UP TO 1.5 CY | 47.50 | HR |
| 43 | LOADER, FT END RUBBER TIED (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"

CITY OF KINGSTON

MAXIMUM ALLOWABLE LABOR RATES

(To be supplied by the City at this time)

Beginning July 1, 2019 and ending June 30, 2020

| Job Title Classification | Low Rate | High Rate |
|---------------------------------|-----------------|------------------|
| Laborer | 15.30 | 17.28 |
| Crew Leader/ Operator | 18.31 | 19.06 |
| Foreman | 18.00 | 19.19 |
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