

**STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
UTILITY RELOCATION AGREEMENT**

**OWNER: Town of Plainfield  
PROJECT NUMBER: Plainfield NH 028-3(41)  
EXPENDITURE ACCOUNT/SUBJOB NO.: 0283041-100/300  
CONTRACT NUMBER: \_\_\_\_\_**

**THIS AGREEMENT**, made and concluded by and between the State of Vermont, acting through its Agency of Transportation, hereinafter referred to as the STATE, and Town of Plainfield duly organized and existing in the State of Vermont with its principal place of business at 149 Main Street, PO Box 217, Plainfield, VT 05667 hereinafter referred to as the OWNER;

**WITNESSETH:**

**WHEREAS**, the STATE has programmed a highway project identified as Plainfield NH 028-3(41) which shall provide certain highway improvements on US Route 2 and Main Street in the Town of Plainfield; and

**WHEREAS**, it is evident that adjustment to, and/or replacement of, the OWNER's facilities, hereinafter referred to as RELOCATION WORK, are required by proposed construction of said highway improvements and does not include work solely benefiting the OWNER, its contractor, or the highway contractor; and

**WHEREAS**, Federal funds may participate in the cost of the services described in this agreement, pursuant to the provisions of Title 23, United States Code; and Title 23, Code of Federal Regulations ("CFR") Part 645, which are incorporated herein by reference in the same proportion as Federal funds expended on the above captioned project and as follows.

**THE STATE AND THE OWNER MUTUALLY AGREE:**

**Scope of the Work**

That the RELOCATION WORK, detailed plans and estimates of which are attached hereto and made a part hereof, consists of:

- a. Preliminary engineering and associated costs described as follows:

Engineering cost associated with the relocation of municipally owned water and sewer mains.

- b. Right-of-way acquisition (easements, rights of entry, etc.), described as follows:

Right-of-Way will be acquired by the STATE.

- c. Construction work to be accomplished by the OWNER described as follows:

None

- d. Construction work to be accomplished for the OWNER by the STATE acting through its highway prime contractor, described as follows:

Relocation of existing municipal water and sewer main and associated apparatuses to accommodate VTrans project Plainfield NH 028-3(41).

- e. Quality control and on-the-job inspection of the work described in paragraph (d) above, by the OWNER or a representative contracted by the STATE on behalf of the OWNER:

Inspection of water and sewer installation by OWNER and Engineering Consultant.

## Payment

- a. State and/or Federal funds will participate, at the pro rata share applicable, for costs for the RELOCATION WORK in accordance with 23 C.F.R. 645.107, in that ...

1. the utility has the right of occupancy in its existing location because it holds the fee, an easement, or other real property interest, the damaging or taking of which is compensable in eminent domain.
2. the utility occupies privately or publicly owned land, including public road or street right-of-way, and the Agency of Transportation certifies that the payment by the Agency is made pursuant to a law authorizing such payment.

3. the utility occupies publicly owned land, including public road and street right-of-way, and is owned by a public agency or political subdivision of the State, and is not required by law or agreement to move at its own expense, and the Agency certifies that the Agency has the legal authority or obligation to make such payments.

a. Cost components of the estimates, noted in Scope of Work, are allocated and itemized:

	OWNER'S COST	STATE'S COST	TOTAL COST
PRELIMINARY ENGINEERING	\$38,920.00	\$31,080.00	\$7 0,000.00
RIGHT-OF-WAY	N/A	N/A	N/A
CONSTRUCTION WORK BY OWNER	N/A	N/A	N/A
CONSTRUCTION WORK BY STATE	\$233,798.00	\$186,702.00	\$420,500.00
CONSTRUCTION ENGINEERING / QUALITY CONTROL	\$38,920.00	\$31,080.00	\$7 0,000.00
<b>TOTALS</b>	<b>\$311,638.00</b>	<b>\$248,862.00</b>	<b>\$560,500.00</b>

b. The OWNER will reimburse the STATE for actual cost in accordance with Title 23, Code of Federal Regulations, Chapter 1, Part 645.117. Cost estimated to be \$560,500.00.

c. Reimbursement for any of the above estimated amounts, which are based on actual costs of the work, shall be 55.6% percent of the actual direct and related indirect costs. The basis for arriving at this percentage is attached hereto.

Outside State ROW

- Water laterals outside of State ROW = 43'
- Water main outside of State ROW = 197'
- Sewer main outside of State ROW = 275'
- Sewer laterals outside of State ROW = zero

Total Outside State ROW = 515' (44.4%)

Inside State ROW

- Water laterals within State ROW = 63'
  - Water main within State ROW = 297'
  - Sewer main within State ROW = 279'
  - Sewer laterals within State ROW = 5'
- Total Inside State ROW = 644' (55.6%)

- d. The Town of Plainfield will have six months following advertisement of the project to reimburse the State for the remaining billed amount for engineering services performed by the VTrans design consultant.
- e. Town of Plainfield will have 3 years from the invoice date(s) to submit payment for the balance of construction and construction inspection/quality control.
- f. Progress payments to the STATE by the OWNER may be authorized.
- g. Increases in the scope and cost of the RELOCATION WORK shall be authorized by a supplemental agreement initiated by the STATE by submitting to the OWNER, in writing, an itemized estimate and justification of the additional costs claimed.

### **Effective Dates**

The following dates shall be authorized dates for charges of the RELOCATION WORK. Costs and expenses incurred prior to these dates are not eligible for reimbursement.

- a. Preliminary engineering and right-of-way investigation was authorized as of August 07, 2014.
- b. Right-of-Way acquisition was authorized as of TBD.
- c. Following execution of this agreement, the STATE will establish a date, in writing, after which the STATE will be authorized to incur construction, quality control and inspection costs. If not otherwise determined, the effective date shall be the date of execution of this agreement.

### **Termination**

That upon completion of the RELOCATION WORK and final payment of any money due under the terms of this agreement, this agreement shall terminate. Upon termination of the agreement, the relationship between the STATE and the OWNER with respect to the OWNER's facilities shall be in accordance with applicable State and Federal laws and regulations governing the operation of utility facilities within public highways.

**THE STATE AGREES:**

That it shall require the highway construction project to be prosecuted at all times with reasonable care in accordance with the Standard Specifications for Construction, as modified by such special provisions as may be attached to the highway construction contract.

That the OWNER and its agents shall be granted access within the limits of the highway construction projects at all times during the life of the project for the purpose of operating, maintaining, relocating or reconstructing its facilities.

That the OWNER shall be notified at least twenty-four (24) hours in advance of a planned interruption to the normal usage of the OWNER's facilities.

**THE OWNER AGREES:**

That the plans for the RELOCATION WORK are based on standards which conform to or exceed the minimum requirements of all applicable National, State and Local codes and regulations and that the OWNER is solely responsible for the operation and maintenance of utility plant covered by or completed under this agreement in conformity with such standards.

To purchase all necessary rights-of-way and easements as are required to accommodate the RELOCATION WORK, and to secure such permits and approvals as are required.

To provide quality control and on-the-job inspection of materials and construction methods used in the RELOCATION WORK described in the "SCOPE OF WORK", at no cost to the STATE, and to save the STATE free and harmless from any responsibility therefore, except where the STATE shall disregard written exceptions filed with the

STATE by the inspector for the OWNER.

To cooperate with other utility companies, the STATE, and contractors employed by the STATE, and to carry out its activities in such a way as not to obstruct or delay other work being performed within the project area.

To notify the STATE of any substantial changes in the scope or character of the RELOCATION WORK when those costs associated with the change increase the total project cost by more than ten (10) percent of the original estimate. This notification should be made as soon as the need for such change becomes apparent.

To notify the STATE at least twenty-four (24) hours in advance of beginning or resuming RELOCATION WORK for which reimbursement will be claimed.

To submit to the STATE, upon request, weekly progress reports of labor, materials and equipment used in the RELOCATION WORK.

To maintain in good and safe condition its plant and facilities located within the project limits and to repair any property damage resulting from such maintenance to the satisfaction of the STATE.

To accept facilities constructed in the RELOCATION WORK described in paragraph (d) immediately upon completion and demonstrated capability of the system to function as intended.

To accumulate all actual direct and related indirect costs by means of special work orders or job orders in accordance with the accounting procedures used in its regular work.

To include in any progress or final billing to the STATE receipted bills from third parties where applicable and a detailed statement of labor, materials, equipment and incidental expenses incurred in the RELOCATION WORK during the billing period. The STATE will send invoices directly to Town of Plainfield at PO Box 217, Plainfield, VT 05667.

To submit final billing for reimbursement to the STATE within 120 days after completion of the work, such billing to contain the information required by 23 C.F.R. 645.117(i).

To allow authorized representatives of the STATE and the FHWA to audit its utility

cost records as may be required in determining reimbursement, including investigation of all records and any stipulation made by the OWNER as to the derivation of betterment and expired service life, if any, and to retain such records for a minimum of three (3) years after final payment has been received.

DRAFT

This agreement shall be binding upon the successors and assigns of the respective parties hereto:

IN WITNESS WHEREOF, the parties to this agreement have executed the same this day \_\_\_\_\_, the STATE, by its Secretary of Transportation, and the OWNER by its authorized agent.

IN WITNESS WHEREOF:

OWNER:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

(AUTHORIZED AGENT)

\_\_\_\_\_  
(TITLE)

STATE OF VERMONT  
AGENCY OF TRANSPORTATION

BY: \_\_\_\_\_

SECRETARY OF TRANSPORTATION

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL