

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

**OWNER: Town of Richmond  
PROJECT NUMBER: Richmond-Bolton STP 2942(1)  
EXPENDITURE ACCOUNT/SUBJOB NO.: 2924001 300  
CONTRACT NUMBER: \_\_UT0263\_\_**

**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 the Town of Richmond duly organized and existing in the State of Vermont with its principal place of business at 203 Bridge St., Richmond, VT hereinafter referred to as the OWNER;

**WITNESSETH:**

**WHEREAS**, the STATE has programmed a highway project identified as Richmond-Bolton STP 2942(1) which shall provide certain highway improvements on US Route 2 in the towns of Richmond and Bolton; and

**WHEREAS**, it is evident that adjustment to, and replacement of the OWNER's facilities, hereinafter referred to as RELOCATION WORK, are required by proposed construction of said highway improvements.

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

Adjustment of valve covers and manholes to conform with the Town of Richmond Public Improvements Standards and Specifications for Materials and Installation.

- c. Quality control and on-the-job inspection of the work described in paragraph (b) above, by the OWNER or a representative employed by the OWNER, shall be provided to assure the installation meets with the OWNER's approval. However, it should be

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expressly understood that the OWNER, or its representative, shall at all times work through the STATE's Engineer and not directly with the STATE's Contractor.

### **Payment**

a. Reimbursement by the OWNER to the STATE will be based on unit bid prices and actual quantities installed. Detailed plans and corresponding estimate of \$15,950.00 is attached hereto and made a part hereof.

b. Increases or changes in the scope and cost of the RELOCATION WORK shall only be authorized by a Supplementary Agreement, fully executed by the parties to this Agreement. Such Supplementary Agreement shall be supported by a detailed estimate of the cost changes.

### **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 and become void. 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.

### **THE STATE AGREES:**

That acting through its highway prime contractor, it shall perform the RELOCATION WORK described in the "Scope of Work" section (b) in accordance with the plans and specifications.

That the OWNER has the right to delete any or all of the proposed RELOCATION WORK and perform the work with its own forces.

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

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quality control, 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 notify the STATE within three (3) weeks of receipt of bid prices of their intent to delete work from the STATE contract. If notification is not made within this time period, the OWNER will accept the actual costs based on bid prices.

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. Copies of facsimiles of such rights, easements and approvals shall be provided to the STATE for assurance of such instruments to its Contractor.

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 notify the STATE of any substantial changes in the scope or character of the RELOCATION WORK as soon as the need for such change becomes apparent.

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 the "Scope of Work" section (b) immediately upon completion and demonstrated capability of the system to function as intended.

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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 \_\_\_\_\_, the STATE, by its Secretary of Transportation, and the OWNER by its authorized agent.

IN WITNESS WHEREOF:

OWNER:

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

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

BY: \_\_\_\_\_  
(AUTHORIZED AGENT)

Richmond Town Manager  
\_\_\_\_\_  
(TITLE)

STATE OF VERMONT  
AGENCY OF TRANSPORTATION

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

BY \_\_\_\_\_  
SECRETARY OF TRANSPORTATION

APPROVED AS TO FORM:  
Dated: \_\_\_\_\_

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

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<b>Item Number</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Cost/Unit</b>	<b>Amount</b>
<b>604.42</b>	Change Elevation of Sewer Manholes	EA	11	\$1000	\$11,000.00
<b>629.20</b>	Adjust Elevation of Valve Box	EA	18	\$275	\$4,950.00
<b>Total Estimated Cost</b>					<b>\$15,950.00</b>