

UTILITY RELOCATION CONTRACT

THIS CONTRACT made and entered into by and between the State of Tennessee acting through its Department of Transportation, hereinafter called the "State", and Knoxville Utilities Board, Bureau of Power, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, the State plans to construct Project Number ID-I-40-7(62)387; 47002-2118-44, I-40 interchange @ I-275 connecting Henley Street in Knox County, and it will be necessary for the Utility to adjust its facilities in order that said project may be constructed; and

WHEREAS, the Utility has furnished the State with an estimate and plan showing the cost and manner of adjusting said facilities, which estimate is in

WHEREAS, the parties want to enter into agreement to provide for the adjustment of said facilities.

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties as follows:

1. The Utility agrees to be bound by the provisions of Volume 6, Chapter 5, Section 3, Subsection 1 of the Federal-Aid Highway Program Manual dated November 11, 1988, hereby incorporated herein by reference. The Utility acknowledges possession of same.

2. The Utility agrees that it will adjust said facilities in accordance with the estimate of cost and plan attached hereto and incorporated herein by reference and to submit a final bill to the State for reimbursable costs within ninety days of completion of work.

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To	ANN O CONNELL	From	CLIM CURTIS
Co.		Co.	KU.B
Dept.		Phone #	558-2524
Fax #		Fax #	

3. The Utility agrees that:

(a) It will perform the work provided for in this contract by the following method or methods:

by our own forces.

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Whenever the Utility elects to perform the work by award of a contract, it shall submit the same to the State for prior approval. The State shall not be required to reimburse the Utility for its obligation under any contract that has not received the advance approval of the State.

The Utility also must request in writing and receive the State's written approval prior to any revision in the method of performing the work. Failure to do so may result in the loss of State participation.

(b) It will develop the relocation costs as follows:

by Paragraph 10. of the Federal-Aid Highway Program Manual, dated

November 11, 1988.

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4. The Utility agrees to be bound by the provisions of the State's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way, and Volume 6, Chapter 6, Section 3, Subsection 2 of the Federal-Aid Highway Program Manual dated November 11, 1988, hereby incorporated by reference. The utility acknowledges possession of each.

5. Subject to the provisions of the next two succeeding paragraphs herein, the State agrees that it will pay to the Utility the entire cost, under the provisions of Title 23, U.S. Code Section 123(c), of adjusting the Utility's facilities in accordance with said plan.

Interstate

6. The Utility agrees to notify the State of the date that the first work will be performed in order that adequate inspection can be arranged and proper records kept. Any costs billed by the Utility that cannot be verified by the State Project Engineer's records will not be reimbursed.

7. The Utility agrees that its cost records will be subject to inspection at any reasonable time by representatives of the State prior to final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this contract, the Utility agrees to repay the State such amount of ineligible costs included within payments made by the State.

8. The Utility agrees that all records pertaining to its cost under this project will be maintained for a period of three years after final payment has been received by it.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on this the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

UTILITY:

KNOXVILLE UTILITIES BOARD,  
BUREAU OF POWER

BY: *[Signature]*

TITLE: General Manager - KUIS

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

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

Jimmy M. Evans  
Commissioner

APPROVED:

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

Henry K. Buckner, Jr.  
Department Attorney