|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|

|  |
| --- |
| **SECTION 1(A): PROJECT INFORMATION** *(to be completed by KYTC)* |
| **COUNTY**      | **FEDERAL #**      | **STATE #**      |
| **ROUTE/ROAD NAME**      |
| **PROJECT DESCRIPTION**      |
| **ITEM #**      | **FUNDING AUTHORIZATION #** *(TC 10-1)*      | **TC 10-1 AUTHORIZATION DATE**      |
| **SECTION 1(B): PROJECT RELOCATION DELIVERY ORDER INFORMATION** *(to be completed by KYTC before execution)* |
| **TERM AGREEMENT #**      | **DATE**      |
| **DELIVERY ORDER #**      | **STATE LETTER DATE**      | **ELIGIBLE SERVICE DATES** | **FROM** |  |
| **TO** |  |
| **APPLIED CITED AUTHORITY** |  | *If other, please specify.* |       |
| **SECTION 2: UTILITY COMPANY INFORMATION** *(This section to be completed by utility company.)* |
| **COMPANY NAME**      | **COMPANY CONTACT NAME**      |
| **COMPANY STREET ADDRESS** *(as shown on term agreement)*      |
| **CITY** | **STATE** | **ZIP** |  |
| **TYPE OF FACILITY** |  | *If other, specify in the space provided.* |       |
| **TYPE OF WORK** |  |
| Is Betterment involved?  | *If yes, complete Section 2d.* |
| Do Prior Rights apply?  | *If yes, please provide evidence.* |
| **UTILITY IS CURRENTLY LOCATED IN** |  |
| Any required easement purchase(s) will be made by:  |
| **NOTE: If private easement is claimed, the utility shall provide evidence or property rights upon request.** |
| **ACTIVITIES** *(Indicate all applicable items.)* |
| [ ]  **ENGINEERING/DESIGN/INSPECTION/EASEMENT ACQUISITION** |
| [ ]  By Company | [ ]  By Consultant *(name)* |       | [ ]  By Both *(If selected, complete 3B.)* |
|  |
| [ ]  **UTILITY RELOCATION** |
|  | [ ]  By Company contractor *(name)* |       | [ ]  By KYTC contractor |
|  |
| [ ]  **SECOND MOVE OF UTILITY** |
| [ ]  By Company | [ ]  By Company contractor *(name)* |       | [ ]  By KYTC contractor |
|  |  |  |

 |
|

|  |
| --- |
| **SECTION 3: PROJECT-SPECIFIC ITEMS TO BE COMPLETED UNDER THIS DELIVERY ORDER** |
| **EXPLANATORY STATEMENT** |
| The Company and the Cabinet entered into a Term Agreement as identified above for use when a Cabinet-initiated highway project passes either over, under, adjacent to, or at-grade with the Company’s facilities *(collectively referred to as “Projects” or individually as “Project”).*In addition to the covenants contained in the Term Agreement, it is the purpose of this Project Relocation Delivery Order to provide for the specific project descriptions, obligations, project funding, and responsibilities of the parties. |
| In consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree and covenant herein. |
| 1. **SCOPE OF WORK** *(Provide a detailed description of ALL work to be accomplished under this Delivery Order.)*
 |
|       |   |
| **NOTE: A detailed estimate & plan** *(if applicable)* **of work proposed is to be attached to this Project Relocation Delivery Order for Cabinet review and approval. Final execution of this Delivery Order constitutes agreement to these terms.** |
| 1. **NON-CONSTRUCTION SERVICES ESTIMATE** *(Preliminary engineering, design, materials, inspection, & easement)*
 |
| **Check the applicable items below and enter the estimated cost of each.** |
| [ ]  By Company’s in-house engineering forces | $      |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [ ]  By Company’s consultant engineer | $      |
|  |  |
| [ ]  By Both | $      |
|  |  |
| [ ]  Easement and/or acquisition services | $      |
|  |  |  |
|  |  **Total Combined Non-Construction Services Cost** | **$** |
|  | Percentage of engineering to construction costs is estimated to be: |       | percent. |

 |
|

|  |
| --- |
| **SECTION 3: PROJECT-SPECIFIC ITEMS TO BE COMPLETED UNDER THIS DELIVERY ORDER** *(cont.)* |
| 1. **RELOCATION CONSTRUCTION SERVICES ESTIMATE** *(Includes all labor, equipment, and materials required)*
 |
| **Check the applicable boxes below and enter the estimated cost. The estimated cost includes proposed betterment** **in total.****.** |
| [ ]  By Company forces or a company contractor  | $      |
| [ ]  By the Cabinet’s Highway Contractor | $      |
| [ ]  Other *(Specify.)* |       | $      |
|  |  |  |  |  |  | **Total Combined Construction Services Cost** |  | **$** |  |  |  |  |  |  |  |  |  |  |  |
| Provider of Materials: *(if typical)* |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| The Company agrees that the scope of work specified will be completed within  working days following execution of this Project Relocation Delivery Order and issuance of a Notice To Proceed to the company by the Cabinet.  |
| 1. **BETTERMENT ESTIMATE** *(If applicable, provide description of Betterment work to be completed.)*
 |
|       |
|  |  |  |  |  |  | The Company proposes the above-listed betterment at an estimated cost of:  | **$** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Note: For the purpose of calculating the total cost for this Delivery Order, the cost of any betterment work shall be deducted from the total work compensable to the Company. In the event this Betterment cost exceeds the amount compensable to the Company, the resulting deficit amount shall be reimbursable to the Cabinet by the Company.**  |
| 1. **CABINET AND UTILITY COMPANY COST PARTICIPATION**

The scope of work outlined in Section A of this Delivery Order includes the following reimbursable facilities: |
|       |
| The parties will participate in cost sharing according to the following percentages: |
| Percent participation by the Company will be:  |      % |
| Percent participation by the Cabinet will be:  |      % |
| **Note: Justification for the split must be provided in the estimate.** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

 |
|

|  |
| --- |
| **SECTION 3: PROJECT-SPECIFIC ITEMS TO BE COMPLETED UNDER THIS DELIVERY ORDER** *(cont.)* |
| 1. **TOTAL ESTIMATE COST SUMMARY**
 |
|  |  | Non-Construction costs *(from Section 3B)* | $      |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Relocation Construction Costs *(from Section 3C)* | $      |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Betterment Costs *(from Section 3D)* | $      |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Percent Participation *(from Section 3E)* | Company |      % | Cabinet |      % |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  **PROJECT RELOCATION DELIVERY ORDER TOTAL:** $$ |       |
|  |  |  |  |  |  |  |
|  |  |  | [ ]  |  The above Total is the reimbursement amount due the **Company.** The abover |  |
|  |  |  |  |  |  |
|

|  |  |  |  |
| --- | --- | --- | --- |
|  |   | [ ]  |  The above Total is the reimbursable amount due the **Cabinet** by the Company.The abover |

 |
|  **SECTION 4: PROJECT RELOCATION DELIVERY ORDER EXECUTION** |
| By the execution of this Delivery Order for the named project, the Parties warrant that they have fully read the Term Agreement and this Delivery Order and agree to the terms and condition set forth by both. The Company warrants that the existing  facilities identified have been verified, said facilities must be relocated due to the referenced Cabinet project, and the relocation of said facilities are reimbursable as defined in the cited authority. The Cabinet warrants that all compensable costs invoiced will be paid as defined herein. |
| **IN WITNESS WHEREOF,** the parties have executed this Agreement by their duly authorized officers on this the    day of      , 20  . |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET APPROVALS** |
| **Approval of the Division of Right of Way and Utilities** | **Approval of the Utilities and Rail Branch** |
|  **SIGNATURE** |  **SIGNATURE**  |
|   |  Utilities and Rail Branch Manager |
|  Right of Way & Utilities Division Director |  **DATE** |
|  |
| **Approval of Company** |
|  **SIGNATURE** |  **DATE** |
|  **TITLE** |
| **Approved Form and Legality** *(KYTC)* | **Approved Form and Legality** *(Company)* |
|  **SIGNATURE** |  **SIGNATURE** |
|  **DATE** |  **DATE** |
|  Office of Legal Services - Cabinet |  Office of Legal Services - Company |

 |