STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

UTILITY AGREEMENT

(REIMBURSABLE SERVICES AGREEMENT) (WORK BY STATE FOR COMPANY)

Region:	Southeast	Agreement No:	3-68113	-14-19
Project:	69518 PSG Haugen Drive and Bike Path Imp	rovements	RSA No:	68113
Utility W	ork Order No: N/A			
State of	eement made and entered into this day of _Alaska, acting by and through the Department of Terrical called the DEPARTMENT, and the Petersburg Y.	ransportation an	d Public Fa	acilities,
WITNESS	SETH:			

WHEREAS, the DEPARTMENT, in the interest of public safety and convenience proposes to construct, reconstruct or otherwise improve a portion of the COMPANY'S facility known as the **Haugen Drive.**

WHEREAS, the COMPANY has requested that the DEPARTMENT incorporate into its facility design and specifications for the **reconstruction or replacement of 10 sanitary sewer manholes in Haugen Drive.**

WHEREAS, the benefits to the COMPANY will impose additional construction and incidental costs upon the DEPARTMENT, and

WHEREAS, it is the intention of both parties that the additional costs of the construction and all incidental items as shown on "Exhibit A" to the benefit of the COMPANY, shall be borne by the COMPANY, and

WHEREAS, the DEPARTMENT and the COMPANY have reviewed the plans for said improvements for the COMPANY and are in mutual agreement as to the scope of work to be performed, as described in the attached "Certificate of Finding," marked "Exhibit B."

NOW THEREFORE, in consideration of the mutual undertaking, promises, covenants, and considerations by and between the parties contained herein, do hereby agree as follows:

- A. The DEPARTMENT will incorporate as part of the design plans and specifications the adjustments, relocation, removal, betterments and/or additions as requested by the COMPANY in the final design and specifications of the DEPARTMENT's project.
- B. The COMPANY will participate in the costs of the construction and incidental items as outlined in "Exhibit A." The COMPANY's costs will be billed using the successful bidder's Unit Prices established in the project contract. The COMPANY shall indemnify, defend and save harmless and exonerate the DEPARTMENT for liability resulting from settlement and legal costs associated with claims, by the contractor, on work performed for the COMPANY under this agreement.
- C. The COMPANY will participate in the DEPARTMENT's preliminary engineering (PE) and contract administration (CE) costs relative to the REIMBURSABLE SERVICES AGREEMENT work outlined herein to incorporate the COMPANY's requested betterments and/or additions into the DEPARTMENT's contract by one of the following methods:

<u> </u>	_ (1) Actual DEPARTMENT labor co	sts with additives.
	_ (2) A fixed percentage rate of	\$ for (PE).
		\$ for (CE).
	_ (3) A lump sum amount of	\$ for (PE).
		\$ for (CE).

The total estimated amount of the COMPANY's cost participation for the construction and incidentals as outlined herein is **\$128,338**.

- D. The COMPANY will reimburse the DEPARTMENT within 60 days after receipt of a billing from the DEPARTMENT for that portion of the system construction and incidentals covered under this agreement. Such billing will include the Project, Agreement, and Utility Work Order numbers, the Termini and the cost breakdown as outlined in Exhibit "A." Each billing will contain a recapitulation showing the total cost to date, and the amount of previous billings. Partial billings may be submitted to the COMPANY for the work as completed.
- E. The administration of the construction of the facilities shall be the prerogative and responsibility of the DEPARTMENT. The COMPANY, or its authorized representative, may inspect and obtain appropriate field data to insure proper compliance with COMPANY requirements during construction of the facilities, and secure data for further reference.
- F. During the performance of the work, the COMPANY or its authorized representative will make all construction orders or changes to the contract through the DEPARTMENT's Project Engineer. Any negotiated changes to the contract between the COMPANY and the Contractor will be made through the DEPARTMENT's Project Engineer.
- G. The COMPANY is allowed to relocate/locate its facilities upon the highway right-of-way, subject to the terms of the required permit and applicable Federal, State and Local statutes, codes and regulations. The COMPANY shall assume all liability related in any way to the presence, operation and/or maintenance of said facilities.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above mentioned.

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REVIEW	* UTILITY *
RECOMMENDED FOR APPROVAL:	* PETERSBURG BOROUGH
	*
Ву:	
Title: Right-of-Way Chief	* * Title:
Printed: <u>Joe Buck, PE</u>	·
Date:	* Date:
	*
**********	* ************************************
	*
	*
FEDERAL HIGHWAY	* STATE OF ALASKA
ADMINISTRATION	* STATE OF ALASKA * DEPARTMENT OF TRANSPORTATION
ADMINISTRATION	* AND PUBLIC FACILITIES
APPROVED: (When applicable)	*
	*
By:(N/A)	* * * * * * * * * * * * * * * * * * * *
Dy(IV/A)	* By:
Title:	* Title: Preconstruction Engineer
	*
Printed:	* Printed: Pat Carroll, PE
Date:	
	*
	*
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EXHIBIT "A" SUMMARY OF ESTIMATE FOR ADJUSTMENT OF FACILITIES FOR THE UTILITY

The **Petersburg Borough** estimate of work and materials required in connection with Project No.: **69518**Project Name: **69518 PSG Haugen Drive and Bike Path Improvements** Utility Work Order No. **N/A**Reimbursable Services Agreement No.: ???????

	FEDERAL PARTICIPATION	STATE PARTICIPATION	UTILITY COST NON-REIMBURS.	TOTALS
PART I. UTILITY WORK				
57329 - RIGHT OF WAY (Acquisition Only)	•	•	-	
Preliminary Engineering				1
Preliminary Engineering Overhead				1
57282 - TOTAL PRELIMINARY ENGINEERING	t	•		
Construction Engineering				
Construction Engineering Overhead				
57720 - TOTAL CONSTRUCTION ENGINEERING	•	1	1	•
Construction Labor				1
Materials & Supplies				1
Materials Handling Charges				3
Transportation & Equipment				9
Contract Construction				1
DOL Fee 1% of Contract Construction	-	•		
Miscellaneous Expenses				
Construction Subtotal	-		1	
Construction Overhead				•
GROSS CONSTRUCTION COSTS	•	ŧ	1	
(Credits)				1
Less Association Expenditure				1
Non-Reimbursable				
TOTAL CREDITS	1	1		1
57719 - NET CONSTRUCTION COSTS	1			
TOTAL UTILITY WORK		•	•	

PART II. STATE WORK FOR UTILITY			
Preliminary Engineering @ 5%	4,839		4.839
Contractor Furnished Items	1,560		1,560
Contract Construction less Contractor Furnished Items	982'96		96.786
Construction Engineering @ 20%	19,357		19,357
ICAP @ 4.79%	562'5		5.795
TOTAL STATE WORK FOR UTILITY	128,338	1	128,338
TOTAL ESTIMATED RELOCATION COSTS (Parts I & II)	128,338		128,338

rsen, PE	<u>Utility</u> Engineer
Mary Lai	Assistant
SUBMITTED BY:	TTTLE:
	, 20
ENCE, BY:	DATE
UTILITY CONCURRENCE, BY:	

Agreement No. 3-68113-14-19, Exhibit A, Page 5 of 68 EXHIBIT "A"

M	Utility Item	ns			
Item No.	Description	Quantity	Unit	Unit Price	Amount
604(2)	Sanitary Sewer Manhole (Remove and Replace)	2	Each	10,000	\$20,000
604(8)	Rehabilitate Existing Manhole	8	Each	\$5,000	\$40,000
v 0.1	TOTAL UTILITY ITEMS				\$60,000

Item	Shared Items*		
No.	Description	Percentage**	Amount
640(1)	Mobilization and Demobilization	31.17%	\$ 18,702
640(4)	Worker Meals and Lodging, or Per Diem	8.57%	\$ 5,142
641(1)	Erosion and Pollution Control Administration	0.78%	\$ 468
641(4)	Temporary Erosion and Pollution Control	2.60%	\$ 1,560
642(3A)	Construction Surveying	2.08%	\$ 1,248
643(2)	Traffic Maintenance	3.90%	\$ 2,340
643(3)	Permanent Construction Signs	0.52%	\$ 312
643(15)	Flagging	8.31%	\$ 4,986
643(25)	Traffic Control	3.12%	\$ 1,872
644(1)	Field Office, contractor-furnished item***	0.78%	\$ 468
644(2)	Field Lab, contractor-furnished item***	0.78%	\$ 468
644(6)	Vehicles, contractor-furnished item***	1.04%	\$ 624
646(1)	CPM Scheduling	0.26%	\$ 156
	TOTAL SHARED ITEMS		\$38,346

^{*}These shared costs will be adjusted through a change order to reflect actual bid amounts. The shared costs are calculated with the following formula:

$$\left(\frac{\text{Shared Item Cost}}{\text{Total Project Cost}}\right) \mathbf{X} \left(\text{Total RSA Bid Items}\right) = \text{RSA Portion of Shared Costs}$$

^{**}of total utility items

^{***} The total of contractor-furnished items is \$1,560. We don't apply preliminary engineering, construction engineering or ICAP to these items.

EXHIBIT "B" Certificate of Finding

PROJECT NO.: 69518/68113 RSA

TERMINI: PSG Haugen Drive and Bike Path Improvements

UTILITY TYPE: Sanitary Sewer

UTILITY NAME Petersburg Borough

AND ADDRESS: PO Box 329

Petersburg, AK 99833

UTILITY CONTACT: Karl Hagerman, Public Works Director

(907) 772-4430

E-mail: khagerman@ci.petersburg.ak.us

UTILITY WORK

ORDER NUMBER: N/A

UTILITY LOCATION OF Petersburg Borough

ACCOUNTS AND RECORDS: Public Works Department

303 South Second Street

P.O. Box 329

Petersburg, Alaska 99833

UTILITY BILLINGS: Billings will be submitted on a periodic basis with the final

billing to be submitted within 120 days after completion of

utility repair.

TYPE OF FACILITY: Sanitary Sewer Manholes

ELIGIBILITY: The work to be performed is considered to be a betterment

and is not eligible for reimbursement

LAND INTEREST: The facility is within adjacent Department rights-of-ways.

SALVAGE/SCRAP: N/A

SCOPE OF WORK

PART I: GENERAL

The Department proposes to make improvements to Haugen Drive in accordance with plans for Project 69518 PSG Haugen Drive and Bike Path Improvements. The Petersburg Borough owns sanitary sewer facilities within the right-of-way that will be upgraded under the DOT/PF Contract.

PART II: DETAILED SCOPE OF WORK

- Replace two manholes along the project centerline at stations 16+77, and 19+34
- Reconstruct eight manholes at the following locations:

11+98, 1' RT; 14+50, CL; 16+98, CL; 19+44, CL; 21+98, CL; 24+44, CL; 27+00, CL; 29+45, 23' RT

ned as "Exhibit C" and "D."

DATE: <u>8-1-14</u>
DATE:nent of Transportation certify the findings of facts as presented in this whibit "A".