

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

UTILITY AGREEMENT

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

Region: **Southeast**

Agreement No: **3-68112-13-10**

Project: **68048 PSG Nordic Drive Refurbishment:  
Haugen Drive to Ferry Terminal**

RSA No: **68112**

Utility Work Order No: **N/A**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the State of Alaska, acting by and through the Department of Transportation and Public Facilities, hereinafter called the DEPARTMENT, and the **Petersburg Borough**, hereinafter called the COMPANY.

WITNESSETH:

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 **Pump Station 1 Force Main Upgrade**.

WHEREAS, the COMPANY has requested that the DEPARTMENT incorporate into its facility design and specifications for the **Pump Station 1 Force Main Upgrade**.

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:

  X   (1) Actual DEPARTMENT labor costs 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 **\$1,127,202.**

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.

\*\*\*\*\*

REVIEW

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_

Joe Buck, PE

Title: Right-of-Way Chief

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\*

\*

\*

\* UTILITY

\*

\* PETERSBURG BOROUGH

\*

\*

\* By: \_\_\_\_\_

\*

\* Title: \_\_\_\_\_

\*

\* Printed: \_\_\_\_\_

\*

\* Date: \_\_\_\_\_

\*

\*

\*

\*\*\*\*\*

\*

\*

\*

FEDERAL HIGHWAY  
ADMINISTRATION

\* STATE OF ALASKA

\* DEPARTMENT OF TRANSPORTATION

\* AND PUBLIC FACILITIES

\*

APPROVED: (When applicable)

\*

\*

By: \_\_\_\_\_ (N/A)

\* By: \_\_\_\_\_

\*

Pat Carroll, PE

Title: \_\_\_\_\_

\* Title: Preconstruction Engineer

\*

Printed: \_\_\_\_\_

\* Printed: \_\_\_\_\_

\*

Date: \_\_\_\_\_

\* Date: \_\_\_\_\_

\*

\*

\*

\*\*\*\*\*

**EXHIBIT "A"**  
SUMMARY OF ESTIMATE FOR ADJUSTMENT OF FACILITIES REQUIRED BY ROAD CONSTRUCTION

The **Petersburg Borough** estimate of work and materials required in connection with Project No.: **68048**  
Project Name: **Petersburg Nordic Drive Refurbishment: Haugen Drive to Ferry Terminal** Utility Work Order No. **N/A**  
Reimbursable Services Agreement No.: **3-68112-13-10**

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

<b>PART II. STATE WORK FOR UTILITY</b>				
Preliminary Engineering @ 5%	42,332			42,332
Contractor Furnished Items	18,203			18,203
Contract Construction less Contractor Furnished Items	846,645			846,645
Construction Engineering @ 20%	169,329			169,329
ICAP @ 4.79%	50,692.87			50,693
TOTAL STATE WORK FOR UTILITY	1,127,202	-		1,127,202
<b>TOTAL ESTIMATED RELOCATION COSTS (Parts I &amp; II)</b>	<b>1,127,202</b>	<b>-</b>	<b>-</b>	<b>1,127,202</b>

UTILITY CONCURRENCE, BY: \_\_\_\_\_ SUBMITTED BY: Mary Larsen, PE

DATE: \_\_\_\_\_, 20\_\_\_\_

TITLE: Assistant Utility Engineer

**EXHIBIT "A"**

<b>Utility Items</b>					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
202(6)	Removal of Manhole	7	Each	\$2,000	\$14,000
202(9)	Removal of Curb and Gutter	45	Linear Foot	\$10	\$450
202(15)	Removal of Fence	14	Linear Foot	\$20	\$280
202(16)	Removal of Sanitary Sewer Cleanout	1	Each	\$400	\$400
203(5A)	Borrow Type A	2167	Cubic Yard	\$25	\$54,175
204(2)	Sanitary Sewer Pipe Bedding	1288	Ton	\$40	\$51,520
301(1)	Aggregate Base Course, Grading D-1	147	Ton	\$40	\$5,880
306(1)	Asphalt Treated Base (ATB)	147	Ton	\$75	\$11,025
401(1)	Asphalt Concrete, Type II, Class B	74	Ton	\$85	\$6,290
401(2)	Asphalt Cement, Grade PG 58-28	12	Ton	\$1,000	\$12,000
401(6)	Asphalt Price Adjustment	All Required	Contingent Sum	\$10,000	\$10,000
402(1)	STE-1 Asphalt for Tack Coat	0.6	Ton	\$1,100	\$660
408(1)	Pavement Cold Planing	675	Square Yard	\$10	\$6,750
604(1)	Sanitary Sewer Manhole, Type 1	5	Each	\$4,500	\$22,500
604(2)	Sanitary Sewer Manhole, Type 2	2	Each	\$6,500	\$13,000
609(2)	Curb and Gutter, Type 1	45	Linear Foot	\$35	\$1,575
626(1)	Furnish and Install Pipe (8-inch DR 18 PVC Sewer Main)	350	Linear Foot	\$70	\$24,500
626(1)	Furnish and Install Pipe (12-inch DR 18 PVC Sewer Main)	1010	Linear Foot	\$85	\$85,850
626(2)	Furnish and Install Casing	20	Linear Foot	\$600	\$12,000
626(3)	Sanitary Sewer Service Connect (4-inch)	27	Each	\$1,000	\$27,000
626(4)	Construct Sanitary Sewer Service (4-inch)	2	Each	\$2,500	\$5,000

**Agreement No. 3-68112-13-10, Exhibit A, Page 6 of 45**

626(5)	Sanitary Sewer Bypass Pumping	All Required	Lump Sum	\$25,000	\$25,000
627(8)	Water Service Connection	1	Each	\$2,500	\$2,500
628(5)	8-inch HDPE Sanitary Sewer Force Main	1974	Linear Foot	\$150	\$296,100
635(2)	Insulation Board	400	Square Foot	\$3	\$1,200
670(1)	Painted Traffic Markings	All Required	Lump Sum	\$2500	\$2500
	<b>TOTAL UTILITY ITEMS</b>				<b>\$692,155</b>

<b>Shared Items*</b>			
<b>Item No.</b>	<b>Description</b>	<b>Percentage**</b>	<b>Amount</b>
640(1)	Mobilization and Demobilization	8.78%	\$ 60,771
640(4)	Worker Meals and Lodging, or Per Diem	3.66%	\$ 25,333
641(1)	Erosion and Pollution Control Administration	0.37%	\$ 2,561
641(4)	Temporary Erosion and Pollution Control	0.37%	\$ 2,561
642(3A)	Construction Surveying	1.28%	\$ 8,860
642(3A)	3-Person Survey	0.37%	\$ 2,561
643(2)	Traffic Maintenance	0.91%	\$ 6,299
643(3)	Permanent Construction Signs	0.73%	\$ 5,053
643(15)	Flagging	2.74%	\$ 18,965
643(25)	Traffic Control	2.93%	\$ 20,280
644(1)	Field Office, contractor-furnished item***	0.73%	\$ 5,053
644(2)	Field Lab, contractor-furnished item***	0.44%	\$ 3,045
644(6)	Vehicles, contractor-furnished item***	1.46%	\$ 10,105
646(1)	CPM Scheduling	0.18%	\$ 1,246
	<b>TOTAL SHARED ITEMS</b>		<b>\$172,693</b>
	<b>Contract Construction (Utility Items + Shared Items)</b>		<b>\$866,645</b>

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

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

\*\*of total utility items

\*\*\* The total of contractor-furnished items is \$18,203. We don't apply preliminary engineering, construction engineering or ICAP to these items.

**EXHIBIT "B"**  
**Certificate of Finding**

<b>PROJECT NO.:</b>	68048/68112 RSA
<b>TERMINI:</b>	PSG Nordic Drive Refurbishment Haugen Drive to Ferry Terminal
<b>UTILITY TYPE:</b>	Sanitary Sewer
<b>UTILITY NAME AND ADDRESS:</b>	Petersburg Borough PO Box 329 Petersburg, AK 99833
<b>UTILITY CONTACT:</b>	Chris Cotta, Deputy Public Works Director (907) 772-4430 E-mail: ccotta@ci.petersburg.ak.us
<b>UTILITY WORK ORDER NUMBER:</b>	N/A
<b>UTILITY LOCATION OF ACCOUNTS AND RECORDS:</b>	Petersburg Borough Public Works Department 303 South Second Street P.O. Box 329 Petersburg, Alaska 99833
<b>UTILITY BILLINGS:</b>	Billings will be submitted on a periodic basis with the final billing to be submitted within 120 days after completion of utility repair.
<b>TYPE OF FACILITY:</b>	Sanitary Sewer Main and Services, and incidental City Street Repaving
<b>ELIGIBILITY:</b>	The work to be performed is considered to be a betterment and is not eligible for reimbursement
<b>LAND INTEREST:</b>	The facility is located on and adjacent Department rights- of-ways.
<b>SALVAGE/SCRAP:</b>	N/A



## SCOPE OF WORK

### **PART I: GENERAL**

The Department proposes to make improvements to Nordic Drive in accordance with plans for Project 68048 Petersburg Nordic Drive Refurbishment: Haugen Drive to Ferry Terminal. The Petersburg Borough owns Sing Lee Drive and sanitary sewer facilities paralleling Nordic Drive outside and within the right-of-way that will be upgraded under the DOT/PF Contract.

### **PART II: DETAILED SCOPE OF WORK**

- Install approximately 2000 feet of new 8-inch force main on Nordic Drive
- Install approximately 1000 feet of 12-inch gravity sewer on Nordic and Sing Lee Drive
- Install 350 feet of 8-inch gravity sewer on Nordic Drive
- Install 7 new manholes on Nordic Drive and Sing Lee Drive
- Install 2 sewer services and reconnect 27 sewer services
- Remove and replace asphalt on Sing Lee Drive between Nordic Drive and the Hammer Slough Bridge

Plans and specifications are attached as "Exhibit C" and "D."

\*\*\*\*\*

PREPARED BY: Mary Larsen DATE: 3-31-14

CERTIFICATION: I, \_\_\_\_\_ DATE: \_\_\_\_\_  
for the Department of Transportation certify the findings of facts as presented in this Exhibit and in Exhibit "A".