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STEVEN GOODKIND, P.E.
*DIRECTOR OF PUBLIC WORKS
CITY ENGINEER*

Date: March 12, 2013

To: City Council Board of Finance

From: Erin Demers, E.I.T.
Public Works Engineer, Project Manager

Subject: SHELBURNE STREET ROUNDABOUT – Utility Agreements with VTrans
BURLINGTON HES 5000(18)
US 7, US ALT 7, LOCUST ST., LEDGE RD. ROUNDABOUT PROJECT

Memo

The State of Vermont Agency of Transportation (VTrans) is currently working on the engineering and construction design of the single-lane roundabout placed in the footprint of the hybrid area. Extensive public process was completed to bring the single-lane alternative to construction.

VTrans is now working with the existing utilities which will be impacted by the construction of the roundabout. DPW would like to enter into utilities agreements for our water and sewer network. These agreements will allow preliminary engineering funds to be allocated to the City from the State to plan and design the new locations of these main lines. The sewer engineering funds to be allocated to the City for design are \$46,400 and \$25,000 for the water system respectively.

Attached are copies of the agreements which we would like to enter into to further complete the project engineering and design.

If you have any questions about the Shelburne Street Roundabout please email me at edemers@ci.burlington.vt.us or call me directly at 865-5831.

State of Vermont
Utilities & Permits Unit
One National Life Drive
Montpelier, VT 05633-5001
www.aot.state.vt.us

[phone] 802-828-2653
[fax] 802-828-5742
[ttd] 800-253-0191

Agency of Transportation

RECEIVED

DEC 21 2012

BURLINGTON PUBLIC
WORKS

December 17, 2012

Steve Goodkind
Department of Public Work
645 Pine Street
Burlington, VT 05468

Subject: Burlington HES 5000(18) - Shelburne St. Roundabout
Utility Relocation Agreement, Sewer

Dear Mr. Goodkind:

Attached is a formal agreement between the City of Burlington and the State of Vermont, which incorporates your estimate for adjustment of your utility facilities on this project.

It is requested that you indicate your approval by inserting the following in the spaces provided in the attestation part of the agreement:

Name of Owner
Signature of Agent
Signatures of two witnesses, as required by Vermont law
Title of Agent

Any exceptions to your approval should be communicated by letter to the Chief of Utilities & Permits, Vermont Agency of Transportation. Please return the original approved agreement to the Utilities & Permits Unit at the address noted.

On execution and approval of the agreement, you will be furnished a copy, together with a letter, authorizing the initiation of action in accordance with the provisions of the agreement.

Sincerely,



Utilities & Permits Supervisor
Utilities & Permits Unit

cc: Erin Demers, Burlington Department of Public Works

Enclosures



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

**OWNER: City of Burlington ~ Sewer Department
PROJECT NUMBER: Burlington HES 5000 (18)
EXPENDITURE ACCOUNT/SUBJOB NO.: 5000018-100
CONTRACT NUMBER: _____**

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 City of Burlington (Sewer Department) duly organized and existing in the State of Vermont with its principal place of business at 645 Pine Street, Suite A Burlington, Vermont 05401,, hereinafter referred to as the OWNER;

WITNESSETH:

WHEREAS, the STATE has programmed a highway project identified as Burlington HES 5000 (18) which shall provide certain highway improvements on US Route 7, in the City of Burlington; and

WHEREAS, it is evident that adjustment to, and/or replacement of, the OWNER's facilities, hereinafter referred to as RELOCATION WORK, are required by proposed construction of said highway improvements and does not include work solely benefiting the OWNER, its contractor, or the highway contractor; and

WHEREAS, Federal funds may participate in the cost of the services described in this agreement, pursuant to the provisions of Title 23, United State Code; and Title 23, Code of Federal Regulations ("CFR") Part 645, which are incorporated herein by reference in the same proportion as Federal funds expended on the above captioned project and as follows.

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. Preliminary engineering and associated costs described as follows:

Preliminary engineering associated with designing underground sewer utility relocation routes/facilities necessary to accommodate the highway construction project.

- b. Right-of-way acquisition (easements, rights of entry, etc.), described as follows:

To be determined, with scope and cost authorized by a supplemental agreement, if necessary.

- c. Construction work to be accomplished by the OWNER described as follows:

Provide labor and materials necessary for the installation of underground sewer mains to be constructed by the State's contractor in compliance with any and all applicable codes and standards for the placement of such items for use with sewer distribution facilities. Also, remove and dispose of all existing sewer distribution facilities/components being replaced by the new underground sewer mains. Scope and cost to be authorized.

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

Construction of underground sewer main, including facilities and associated appurtenances along with trenching, backfilling, other associated construction. All sewer construction to be accomplished by the OWNER are detailed in the project plans. Scope and cost to be authorized.

- e. Quality control and on-the-job inspection of the work described in paragraph (d) above, by the OWNER or a representative employed by the OWNER:

To be determined, Scope and cost to be authorized.

Payment

- a. State and/or Federal funds will participate, at the pro rata share applicable, for costs for the RELOCATION WORK in accordance with 23 C.F.R. 645.107, in that ...

1. the utility has the right of occupancy in its existing location because it holds the fee, an easement, or other real property interest, the damaging or taking of which is compensable in eminent domain.

2. the utility occupies privately or publicly owned land, including public road or street right-of-way, and the Agency of Transportation certifies that the payment by the Agency is made pursuant to a law authorizing such payment.

3. the utility occupies publicly owned land, including public road and street right-of-way, and is owned by a public agency or political subdivision of the State, and is not required by law or agreement to move at its own expense, and the Agency certifies that the Agency has the legal authority or obligation to make such payments.

b. Cost components of the estimates, noted in Scope of Work, are allocated and itemized:

	Owner's Cost	State Cost	Totals
Preliminary Engineering	0	\$46,400.00	\$46,400.00
Right-Of-Way	TBD	TBD	TBD
Construction Work by Owner	TBD	TBD	TBD
Construction Work by State	TBD	TBD	TBD
Quality Control	TBD	TBD	TBD
Totals	\$0.00	\$46,400.00	\$46,400.00

c. The STATE will reimburse the OWNER for actual cost in accordance with Title 23, Code of Federal Regulations, Chapter 1, Part 645.117. Cost estimated to be \$46,400.00.

d. Cost sharing summarized above reflects credit due the STATE for betterment afforded by the RELOCATION WORK, calculated in accordance with 23 C.F.R. 645.117(h) in the estimated amount of \$ 0.00.

e. Reimbursement for any of the above estimated amounts, which are based on actual costs of the work, shall be 100 percent of the actual direct and related indirect costs. The basis for arriving at this percentage is attached hereto.

f. Progress payments to the OWNER by the STATE may be authorized.

g. Increases in the scope and cost of the RELOCATION WORK shall be authorized by a supplemental agreement initiated by the OWNER by submitting to the STATE, in writing, an itemized estimate and justification of the additional costs claimed.

h. Reimbursements to the OWNER by the STATE through this Agreement are not designated federal assistance funds and should not be listed in the OWNER'S Schedule of Expenditures of Federal Awards.

Effective Dates

The following dates shall be authorized dates for charges of the RELOCATION WORK. Costs and expenses incurred prior to these dates are not eligible for reimbursement.

- a. Preliminary engineering and right-of-way investigation was authorized as of April 1, 2012.
- b. Following execution of this agreement, the STATE will establish a date, in writing, after which the OWNER will be authorized to incur R.O.W. acquisition, construction, quality control and inspection costs. If not otherwise determined, the effective date shall be the date of execution of this agreement.

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. 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 within public highways.

THE STATE AGREES:

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

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 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 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.

To accomplish all RELOCATION WORK described in the "Scope of Work" section (c), furnishing all labor, materials and equipment necessary to complete the work.

To cooperate with other utility companies, the STATE, and contractors employed by the STATE, and to carry out its activities in such a way as not to obstruct or delay other work being performed within the project area.

To abide by the applicable provisions of Attachment #1 "*Construction Conditions*" which is attached hereto and made a part hereof.

To notify the STATE of any substantial changes in the scope or character of the RELOCATION WORK when those costs associated with the change increase the total project cost by more than ten (10) percent of the original estimate. This notification should be made as soon as the need for such change becomes apparent.

To notify the STATE at least twenty-four (24) hours in advance of beginning or resuming RELOCATION WORK for which reimbursement will be claimed.

To submit to the STATE, upon request, weekly progress reports of labor, materials and equipment used in the RELOCATION WORK.

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 paragraph (d) immediately upon completion and demonstrated capability of the system to function as intended.

To accumulate all actual direct and related indirect costs by means of special work orders or job orders in accordance with the accounting procedures used in its regular work.

That any progress or final billing submitted to the STATE will include receipted bills from third parties where applicable and a detailed statement of labor, materials, equipment and incidental expenses incurred in the RELOCATION WORK during the billing period.

To submit final billing for reimbursement to the STATE within 120 days after completion of the work, such billing to contain the information required by 23 C.F.R. 645.117(i).

To allow authorized representatives of the STATE and the FHWA to audit its utility cost records as may be required in determining reimbursement, including investigation of all records and any stipulation made by the OWNER as to the derivation of betterment and expired service life, if any, and to retain such records for a minimum of three (3) years after final payment has been received.

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 ____ day of _____, 20__, the STATE, by its Secretary of Transportation, and the OWNER by its authorized agent.

IN WITNESS WHEREOF:

OWNER:

BY: _____

(AUTHORIZED AGENT)

(TITLE)

STATE OF VERMONT
AGENCY OF TRANSPORTATION

BY: _____

SECRETARY OF TRANSPORTATION

APPROVED AS TO FORM:

Dated: 6/5/2012



ASSISTANT ATTORNEY GENERAL

APPROVED:

BY: Denise Cumpson 6/04/2012
CONTRACT ADMINISTRATION

CONSTRUCTION CONDITIONS

1. All communications between the OWNER, highway contractors, and any other parties having an interest in the highway construction contract shall be via the STATE's representative on the project, the Resident Engineer.

2. BUY AMERICA PROVISIONS

Buy America provisions, in accordance with Title 23, United States Code, Section 313 and Title 23, Code of Federal Regulations, Section 635.410 apply to the RELOCATION WORK covered by this Utility Relocation Agreement. All steel and iron products permanently incorporated into Federal-Aid projects shall be products that have been entirely manufactured within the United States. All manufacturing processes of the steel or iron material in a product (i.e., smelting and any subsequent process which alters the steel material's physical form or shape or changes its chemical composition) must occur within the United States to be considered of domestic origin. This includes processes such as rolling, extending, machining, bending, grinding, drilling and coating. Buy America requirements of Titles 23, Code of Federal Regulations, Section 635.410 are applicable to all Federal-Aid highway construction projects. The OWNER shall provide the UTILITIES & PERMITS UNIT with a written certification prior to performing any RELOCATION WORK pursuant to this Utility Relocation Agreement, confirming that only domestic steel and/or iron products will be used by OWNER for this project. Documentation Records proving this certification must be maintained by the OWNER for three (3) years after final payment under this agreement is made. This Buy America Certification may be subject to audit and may be used in any proceeding under the False Claims Act, Title 18, United States Code, Section 1020 and Title 23 Code of Federal Regulations, Section 635.119. Further, failure to comply with any Buy America requirements may jeopardize reimbursement of the RELOCATION WORK.

3. All logs, trees, underbrush, slash, etc. resulting from clearing operations associated with relocation work shall be burned or otherwise disposed of by the OWNER or its agents, as directed by the Engineer.

4. Any burning associated with construction activities or maintenance operations performed under this agreement shall not use tires or similar manufactured products as ignition material. The OWNER is responsible for procuring all permits or rights necessary for such disposal.

5. Abandoned, unused or junk materials associated with the Relocation Work shall be disposed of by the OWNER in a manner approved by the Engineer, except that abandoned underground facilities shall become the property of the highway contractor, and may not be acquired by the OWNER or the STATE.

6. Material disturbed by the placement of underground facilities which will ultimately be located beneath the highway sub-grade shall be compacted as required by the highway construction contract and in a manner approved by the Engineer.

7. Maintenance of utility plants located within operational limited - access highway facilities must be conducted from outside the limited - access facility where it is reasonably possible to do so.

8. Project signing and traffic control shall be in conformance with the MUTCD, Agency of Transportation Standard E-119 and any additional signing or traffic control deemed necessary by the Agency of Transportation. (MUTCD available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.)

ESTIMATE

BURLINGTON PUBLIC WORKS

TO: Erin Demers
FROM: S., Roy, Plangineering Group
DATE: 3/12/2012

SUBJECT: Engineering Design Estimate for Shelburne St Roundabout

DESCRIPTION	QUANTITY	UNIT	COST	SUBTOTAL
WATER AND SEWER				
Eng. Tech	Field work, layout, correspondence	120	\$50	\$6,000
Engineer	Design layout in CAD	400	\$75	\$30,000
	Specifications	400	\$75	\$30,000
	Meetings and correspondence	40	\$75	\$3,000
Clerical	Billing, correspondence, etc.	40	\$35	\$1,400
Other	Copies, postage, etc.	1 lump sum		\$1,000
TOTAL WATER AND SEWER DESIGN ESTIMATE:				\$71,400
			%WATER (~35%):	\$25,000
			%SEWER (~65%):	\$46,400

Note:

This estimate is strictly time and materials to design water and sewer piping as shown in the 8/18/11 plot of Vtrans project HES 5000 (18). It does not include any work associated with easements, land acquisition, etc.



**State of Vermont
Utilities & Permits Unit
One National Life Drive
Montpelier, VT 05633-5001
www.aot.state.vt.us**

Agency of Transportation

[phone] 802-828-2653
[fax] 802-828-5742
[ttd] 800-253-0191

December 17, 2012

Steve Goodkind
Department of Public Work
645 Pine Street
Burlington, VT 05468

Subject: Burlington HES 5000(18)
Utility Relocation Agreement, Water

Dear Mr. Goodkind:

Attached is a formal agreement between the City of Burlington and the State of Vermont, which incorporates your estimate for adjustment of your utility facilities on this project.

It is requested that you indicate your approval by inserting the following in the spaces provided in the attestation part of the agreement:

Name of Owner
Signature of Agent
Signatures of two witnesses, as required by Vermont law
Title of Agent

Any exceptions to your approval should be communicated by letter to the Chief of Utilities & Permits, Vermont Agency of Transportation. Please return the original approved agreement to the Utilities & Permits Unit at the address noted.

On execution and approval of the agreement, you will be furnished a copy, together with a letter, authorizing the initiation of action in accordance with the provisions of the agreement.

Sincerely,

Utilities & Permits Supervisor
Utilities & Permits Unit

cc: Erin Demers, Burlington Department of Public Works

Enclosures



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

**OWNER: City of Burlington ~ Water Department
PROJECT NUMBER: Burlington HES 5000 (18)
EXPENDITURE ACCOUNT/SUBJOB NO.: 5000018-100
CONTRACT NUMBER: _____**

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 City of Burlington (Water Department) duly organized and existing in the State of Vermont with its principal place of business at 645 Pine Street, Suite A Burlington, Vermont 05401, hereinafter referred to as the OWNER;

WITNESSETH:

WHEREAS, the STATE has programmed a highway project identified as Burlington HES 5000 (18) which shall provide certain highway improvements on US Route 7, in the City of Burlington; and

WHEREAS, it is evident that adjustment to, and/or replacement of, the OWNER's facilities, hereinafter referred to as RELOCATION WORK, are required by proposed construction of said highway improvements and does not include work solely benefiting the OWNER, its contractor, or the highway contractor; and

WHEREAS, Federal funds may participate in the cost of the services described in this agreement, pursuant to the provisions of Title 23, United State Code; and Title 23, Code of Federal Regulations ("CFR") Part 645, which are incorporated herein by reference in the same proportion as Federal funds expended on the above captioned project and as follows.

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. Preliminary engineering and associated costs described as follows:

Preliminary engineering associated with designing of the underground water utility relocation routes/facilities necessary to accommodate the highway construction project.

- b. Right-of-way acquisition (easements, rights of entry, etc.), described as follows:

To be determined, with scope and cost authorized by a supplemental agreement, if necessary.

- c. Construction work to be accomplished by the OWNER described as follows:

Provide labor and materials necessary for the installation of underground water mains to be constructed by the State's contractor in compliance with any and all applicable codes and standards for the placement of such items for use with water distribution facilities. Also, remove and dispose of all existing water distribution facilities/components being replaced by the new underground water mains. Scope and cost to be authorized.

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

Construction of an underground water main, including facilities and associated appurtenances along with trenching, backfilling, other associated construction. All water main construction to be accomplished by the OWNER are detailed in the project plans. Scope and cost to be authorized.

- e. Quality control and on-the-job inspection of the work described in paragraph (d) above, by the OWNER or a representative employed by the OWNER:

To be determined, with scope and costs.

Payment

- a. State and/or Federal funds will participate, at the pro rata share applicable, for costs for the RELOCATION WORK in accordance with 23 C.F.R. 645.107, in that ...

1. the utility has the right of occupancy in its existing location because it holds the fee, an easement, or other real property interest, the damaging or taking of which is compensable in eminent domain.

2. the utility occupies privately or publicly owned land, including public road or street right-of-way, and the Agency of Transportation certifies that the payment by the Agency is made pursuant to a law authorizing such payment.

3. the utility occupies publicly owned land, including public road and street right-of-way, and is owned by a public agency or political subdivision of the State, and is not required by law or agreement to move at its own expense, and the Agency certifies that the Agency has the legal authority or obligation to make such payments.

b. Cost components of the estimates, noted in Scope of Work, are allocated and itemized:

	Owner's Cost	State Cost	Totals
Preliminary Engineering	0	\$25,000.00	\$25,000.00
Right-Of-Way	TBD	TBD	TBD
Construction Work by Owner	TBD	TBD	TBD
Construction Work by State	TBD	TBD	TBD
Quality Control	TBD	TBD	TBD
Totals	\$0.00	\$25,000.00	\$25,000.00

c. The STATE will reimburse the OWNER for actual cost in accordance with Title 23, Code of Federal Regulations, Chapter 1, Part 645.117. Cost estimated to be \$25,000.00.

d. Cost sharing summarized above reflects credit due the STATE for betterment afforded by the RELOCATION WORK, calculated in accordance with 23 C.F.R. 645.117(h) in the estimated amount of \$ 0.00.

e. Reimbursement for any of the above estimated amounts, which are based on actual costs of the work, shall be 100 percent of the actual direct and related indirect costs. The basis for arriving at this percentage is attached hereto.

f. Progress payments to the OWNER by the STATE may be authorized.

g. Increases in the scope and cost of the RELOCATION WORK shall be authorized by a supplemental agreement initiated by the OWNER by submitting to the STATE, in writing, an itemized estimate and justification of the additional costs claimed.

h. Reimbursements to the OWNER by the STATE through this Agreement are not designated federal assistance funds and should not be listed in the OWNER'S Schedule of Expenditures of Federal Awards.

Effective Dates

The following dates shall be authorized dates for charges of the RELOCATION WORK. Costs and expenses incurred prior to these dates are not eligible for reimbursement.

- a. Preliminary engineering and right-of-way investigation was authorized as of April 1, 2012.
- b. Following execution of this agreement, the STATE will establish a date, in writing, after which the OWNER will be authorized to incur R.O.W acquisition construction, quality control and inspection costs. If not otherwise determined, the effective date shall be the date of execution of this agreement.

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. 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 within public highways.

THE STATE AGREES:

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

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 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 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.

To accomplish all RELOCATION WORK described in the "Scope of Work" section (c), furnishing all labor, materials and equipment necessary to complete the work.

To cooperate with other utility companies, the STATE, and contractors employed by the STATE, and to carry out its activities in such a way as not to obstruct or delay other work being performed within the project area.

To abide by the applicable provisions of Attachment #1 "*Construction Conditions*" which is attached hereto and made a part hereof.

To notify the STATE of any substantial changes in the scope or character of the RELOCATION WORK when those costs associated with the change increase the total project cost by more than ten (10) percent of the original estimate. This notification should be made as soon as the need for such change becomes apparent.

To notify the STATE at least twenty-four (24) hours in advance of beginning or resuming RELOCATION WORK for which reimbursement will be claimed.

To submit to the STATE, upon request, weekly progress reports of labor, materials and equipment used in the RELOCATION WORK.

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 paragraph (d) immediately upon completion and demonstrated capability of the system to function as intended.

To accumulate all actual direct and related indirect costs by means of special work orders or job orders in accordance with the accounting procedures used in its regular work.

That any progress or final billing submitted to the STATE will include receipted bills from third parties where applicable and a detailed statement of labor, materials, equipment and incidental expenses incurred in the RELOCATION WORK during the billing period.

To submit final billing for reimbursement to the STATE within 120 days after completion of the work, such billing to contain the information required by 23 C.F.R. 645.117(i).

To allow authorized representatives of the STATE and the FHWA to audit its utility cost records as may be required in determining reimbursement, including investigation of all records and any stipulation made by the OWNER as to the derivation of betterment and expired service life, if any, and to retain such records for a minimum of three (3) years after final payment has been received.

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 _____ day of _____, 20__, the STATE, by its Secretary of Transportation, and the OWNER by its authorized agent.

IN WITNESS WHEREOF:

OWNER:

BY:

(AUTHORIZED AGENT)

(TITLE)

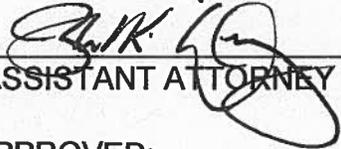
STATE OF VERMONT
AGENCY OF TRANSPORTATION

BY:

SECRETARY OF TRANSPORTATION

APPROVED AS TO FORM:

Dated: 6/5/2012



ASSISTANT ATTORNEY GENERAL

APPROVED:

BY: Denise Cumppe 6/04/2012

CONTRACT ADMINISTRATION

CONSTRUCTION CONDITIONS

1. All communications between the OWNER, highway contractors, and any other parties having an interest in the highway construction contract shall be via the STATE's representative on the project, the Resident Engineer.

2. BUY AMERICA PROVISIONS

Buy America provisions, in accordance with Title 23, United States Code, Section 313 and Title 23, Code of Federal Regulations, Section 635.410 apply to the RELOCATION WORK covered by this Utility Relocation Agreement. All steel and iron products permanently incorporated into Federal-Aid projects shall be products that have been entirely manufactured within the United States. All manufacturing processes of the steel or iron material in a product (i.e., smelting and any subsequent process which alters the steel material's physical form or shape or changes its chemical composition) must occur within the United States to be considered of domestic origin. This includes processes such as rolling, extending, machining, bending, grinding, drilling and coating. Buy America requirements of Titles 23, Code of Federal Regulations, Section 635.410 are applicable to all Federal-Aid highway construction projects. The OWNER shall provide the UTILITIES & PERMITS UNIT with a written certification prior to performing any RELOCATION WORK pursuant to this Utility Relocation Agreement, confirming that only domestic steel and/or iron products will be used by OWNER for this project. Documentation Records proving this certification must be maintained by the OWNER for three (3) years after final payment under this agreement is made. This Buy America Certification may be subject to audit and may be used in any proceeding under the False Claims Act, Title 18, United States Code, Section 1020 and Title 23 Code of Federal Regulations, Section 635.119. Further, failure to comply with any Buy America requirements may jeopardize reimbursement of the RELOCATION WORK.

3. All logs, trees, underbrush, slash, etc. resulting from clearing operations associated with relocation work shall be burned or otherwise disposed of by the OWNER or its agents, as directed by the Engineer.

4. Any burning associated with construction activities or maintenance operations performed under this agreement shall not use tires or similar manufactured products as ignition material. The OWNER is responsible for procuring all permits or rights necessary for such disposal.

5. Abandoned, unused or junk materials associated with the Relocation Work shall be disposed of by the OWNER in a manner approved by the Engineer, except that abandoned underground facilities shall become the property of the highway contractor, and may not be acquired by the OWNER or the STATE.

6. Material disturbed by the placement of underground facilities which will ultimately be located beneath the highway sub-grade shall be compacted as required by the highway construction contract and in a manner approved by the Engineer.

7. Maintenance of utility plants located within operational limited - access highway facilities must be conducted from outside the limited - access facility where it is reasonably possible to do so.

8. Project signing and traffic control shall be in conformance with the MUTCD, Agency of Transportation Standard E-119 and any additional signing or traffic control deemed necessary by the Agency of Transportation. (MUTCD available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.)

ESTIMATE

BURLINGTON PUBLIC WORKS

TO: Erin Demers
FROM: S., Roy, Plangineering Group
DATE: 3/12/2012

SUBJECT: Engineering Design Estimate for Shelburne St Roundabout

DESCRIPTION	QUANTITY	UNIT		SUBTOTAL
			COST	
WATER AND SEWER				
Eng. Tech	Field work, layout, correspondence	120	\$50	\$6,000
Engineer	Design layout in CAD	400	\$75	\$30,000
	Specifications	400	\$75	\$30,000
	Meetings and correspondence	40	\$75	\$3,000
Clerical	Billing, correspondence, etc.	40	\$35	\$1,400
Other	Copies, postage, etc.	1 lump sum		\$1,000
TOTAL WATER AND SEWER DESIGN ESTIMATE:				\$71,400
%WATER (~35%):				\$25,000
%SEWER (~65%):				\$46,400

Note:

This estimate is strictly time and materials to design water and sewer piping as shown in the 8/18/11 plot of Vtrans project HES 5000 (18). It does not include any work associated with easements, land acquisition, etc.