

AGREEMENT
(reimbursable relocation work)

TOWN OF BRANDON
UTILITY RELOCATION AGREEMENT

OWNER: Green Mountain Power Corporation
PROJECT NUMBER: NH 019-3(496)
CONTRACT NUMBER: 2

THIS AGREEMENT, made and concluded by and between the TOWN of Brandon, hereinafter referred to as the MUNICIPALITY, and Green Mountain Power Corporation, duly organized and existing in the State of Vermont with its principal place of business at 163 Acorn Lane, Colchester, Vermont, 05446 hereinafter referred to as the OWNER;

WITNESSETH:

WHEREAS, the MUNICIPALITY has developed a transportation project identified as Brandon NH 019-3(496) which shall provide certain improvements on US Route 7 in the Town of Brandon; 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 improvements, are required by the Brandon Utility Line Ordinance, and does not include work solely benefiting the OWNER, its contractor, or the construction contractor; and

WHEREAS, Federal funds may participate in the cost of the services described in this agreement, pursuant to the provisions of Vermont State Statute 19 V.S.A. 1605 and Title 23, United States 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 MUNICIPALITY AND THE OWNER MUTUALLY AGREE:

Scope of the Work

That the RELOCATION WORK subject to this Agreement includes only the

underground relocation of existing aerial facilities as required by the Brandon Utility Line Ordinance; and that all other required relocations outside this area governed by said ordinance are not reimbursable or included in this Agreement;

And further, 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:

All field visits, meetings, and design completed by the OWNER in relation to the underground relocation of aerial facilities within the jurisdiction of the Brandon Utility Line Ordinance. The MUNICIPALITY will be responsible for providing construction plans, for the portions of the RELOCATION WORK to be constructed by the MUNICIPALITY as noted in (d) below, that comply with the OWNER'S design and specifications. The OWNER shall certify that the plans and Construction Documents meet their specifications and all applicable National, State, and Local Codes and Regulations.

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

None.

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

The relocation of the utility distribution lines to underground ductbanks to be provided by the MUNICIPALITY, installation of transformers, riser poles, and service connections to the new underground facilities within the area defined by the Brandon Utility Line Ordinance, and removal of the former overhead utility facilities within the Ordinance jurisdiction, required by the proposed transportation project and as shown on the project plans.

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

Install underground duct bank and conduit, manholes, vaults and other accessory structures to support the underground relocation of the aerial facilities by OWNER within the Brandon Utility Line Ordinance area as required by the proposed transportation project and as shown on the project plans.

- 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 assure the installation meets with the OWNER's approval. However, it should be expressly understood that the OWNER, or his representative, shall at all times work through the MUNICIPALITY's Engineer and not directly with the MUNICIPALITY's Contractor.

Payment

a. Based on eligibility requirements defined in Vermont State Statute 19 V.S.A. 1605 for underground utility relocation, State and/or Federal funds will participate, at the pro rata share applicable, for costs for the RELOCATION WORK in accordance with Vermont State Statute 19 V.S.A. 1606 and 23 C.F.R. 645.107, in that ...

1. the installation of utility facilities exceed normal relocation requirements as a result of the highway project's need to address a nondiscriminatory local ordinance (Brandon Utility Line Ordinance).

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

	OWNER'S COST	MUNICIPALITY'S COST	TOTAL COST
PRELIMINARY ENGINEERING	\$56,971		\$56,971
RIGHT-OF-WAY CONSTRUCTION WORK BY OWNER	\$202,905		\$202,905
CONSTRUCTION WORK BY MUNICIPALITY		\$127,114 ⁽¹⁾	\$127,114
QUALITY CONTROL	\$2,000		\$2,000
TOTALS	\$261,876		\$388,990

(1) This cost represents the estimated cost for construction of a utility duct bank [pro-rated share attributable to GMP facilities] which will be occupied by four utilities and future utilities. The utilities planned for occupancy at the completion of construction include GMP, Comcast, FairPoint and Vermont Telephone).

c. The MUNICIPALITY will reimburse the OWNER for actual cost in accordance with Title 23, Code of Federal Regulations, Chapter 1, Part 645.117 less normal relocation cost of said facility to accommodate the construction project, per Vermont State Statute 19 V.S.A. 1606. Actual cost estimated to be \$ 261,876. The normal relocation cost is estimated to be \$ 58,700. The total reimbursement

shall be the differential between the actual cost and the normal relocation cost, estimated at \$ 203,176.

d. Cost sharing summarized above reflects credit due the MUNICIPALITY 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, less normal relocation cost in accordance with Vermont State Statute 19 V.S.A. 1606.

f. Progress payments to the OWNER by the MUNICIPALITY in the amount of 95% of approved billing may be authorized. Final payment will be made following audit of the OWNER's records by a representative of the MUNICIPALITY, except that when reimbursement on a lump sum basis has been agreed to, audit will not be required.

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 MUNICIPALITY, in writing, an itemized estimate and justification of the additional costs claimed.

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 February 13, 2006.
- b. Right-of-Way acquisition was authorized as of February 2, 2010.
- c. Following execution of this agreement, the MUNICIPALITY will establish a date, in writing, after which the OWNER will be authorized to incur 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 MUNICIPALITY and the OWNER with respect to the OWNER's facilities shall be in accordance with applicable Local, State and Federal laws and regulations governing the operation of utility facilities within public highways.

THE MUNICIPALITY AGREES:

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

That all necessary Rights-of-Way and easements as are required to accommodate the RELOCATION WORK as shown on the plans will be obtained by the MUNICIPALITY.

That it shall require the 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 construction contract.

That the OWNER and its agents shall be granted access within the limits of the 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 secure all necessary easements, permits and approvals specific to the utilities work and industry requirements which are not secured by the MUNICIPALITY for the work undertaken as part of the project.

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 provide quality control and on-the-job inspection of materials and construction methods used in the RELOCATION WORK described in the "SCOPE OF WORK", and to save the MUNICIPALITY free and harmless from any responsibility therefore, except where the MUNICIPALITY shall disregard written exceptions filed with the MUNICIPALITY by the inspector for the OWNER.

To cooperate with other utility companies, the MUNICIPALITY, and contractors employed by the MUNICIPALITY, 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 MUNICIPALITY 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 MUNICIPALITY at least twenty-four (24) hours in advance of beginning or resuming RELOCATION WORK for which reimbursement will be claimed.

To submit to the MUNICIPALITY, 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 MUNICIPALITY.

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.

To include in any progress or final billing to the MUNICIPALITY 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. The MUNICIPALITY will send reimbursements directly to OWNER at:

163 Acorn Lane, Colchester, Vermont 05446

To submit final billing for reimbursement to the MUNICIPALITY 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 MUNICIPALITY, the State of Vermont and the Federal Highway Administration (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 MUNICIPALITY, by its Duly Authorized Agent, and the OWNER by its authorized agent.

IN WITNESS WHEREOF:

MUNICIPALITY:

BY:

(AUTHORIZED AGENT)

(TITLE)

IN WITNESS WHEREOF:

OWNER:

BY:

(AUTHORIZED AGENT)

(TITLE)

CONSTRUCTION CONDITIONS

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

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 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 MUNICIPALITY, except that abandoned underground facilities shall become the property of the contractor, and may not be acquired by the OWNER or the MUNICIPALITY.

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

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 MUNICIPALITY. (MUTCD available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.)

ESTIMATE

Project Title: **Brandon URD Road Project**

Install parallel run of 500 MCM URD 3 phase conductor through the center of town & remove Line 91 along center street. New 3 phase urd will feed Union St. & Franklin St.. Along with a 3 phase underground dip, from the Mobil Station to behind the old police station. And 1 single phase run from the park vaults to a padmount in the Rite Aid parking lot.

Project Scope:

Oracle Project # (just number): **126847**

Submitted By: **Pete Smith**

Date: **3/3/16**

Payment Net 30 Days

Area	Hours	Dollars
Engineering	\$56,971 - Preliminary Engineering \$2,000 - QC Inspections during Construction	610.0 → \$58,971.47
Pole Work	103.5	\$9,585.29
Wire Work - Overhead	72.0	\$6,668.05
Wire Work - Underground	208.2	\$19,235.39
Travel Time / Other	156.2	\$14,469.88
Sub-Contractors / Services	-	\$5,034.22
Substation	-	\$0.00
Removal	20.0	\$1,587.17
Make Ready/Transfers	-	\$0.00
Total Labor costs	559.9	\$110,517.24
Materials costs	80.0	\$146,323.88
Total Project Costs (ESTIMATED)	1,169.9	\$261,875.35

Customer Contribution Percentage	100%
Taxable Customer Contribution Amount	\$261,875.35
GMP Tax Surcharge Rate	32.19%
Tax Surcharge on Customer Contribution Amount (Customer Contribution Amount x GMP Tax Surcharge Rate)	\$84,297.07
Total Amount Due From Customer	\$346,173.02

Supplemental information by CLD:

Construction Work Total - Subtract Engineering Cost above from Estimated Total Project Costs above	\$ 261,876
	-\$ 58,971
CONSTRUCTION WORK TOTAL :	\$ 202,905

*Surcharge Tax will not be included (per VTrans direction)

Green Mountain Power Corporation
163 Acorn Lane
Colchester, VT 05446-6611



ESTIMATE

Project Title: **Brandon Route 7 Highway (URD vs OH)**
 Project Scope: **Price estimate to construct overhead 3 phase line through the center of town, from the Mobil Station to Union Street and also continuing to Franklin Street (Library).**
 Oracle Project # (just number): **126847**
 Submitted By: **Peter Smith**
 Date: **3/2/16**

Payment Net 30 Days

Area	Hours	Dollars
Engineering	100.0	\$9,123.53
Pole Work	82.5	\$7,640.46
Wire Work - Overhead	172.8	\$16,003.28
Wire Work - Underground	-	\$0.00
Travel Time / Other	52.2	\$4,832.99
Sub-Contractors / Services	-	\$5,227.84
Substation	-	\$0.00
Removal	10.0	\$793.59
Make Ready/Transfers	-	\$0.00
Total Labor costs	317.5	\$38,393.85
Materials costs	-	\$15,078.17
Total Project Costs (ESTIMATED)	417.5	\$58,699.86

Customer Contribution Percentage		100%
Taxable Customer Contribution Amount	Per VTrans, Tax Surcharge is not applicable	\$58,699.86
GMP Tax Surcharge Rate		32.19%
Tax Surcharge on Customer Contribution Amount (Customer Contribution Amount x GMP Tax Surcharge Rate)		\$18,895.40
Total Estimate		\$77,595.35

"Normal Relocation Cost" - Reimbursement is only for the cost of the Underground Relocation above this cost.