NY ROUTE 347
(TERRY RD. TO GIBBS POND RD.)

DESIGN-BUILD PROJECT

PIN 0054.18, Contract D900033

Request for Proposals

Addendum #3

February 19, 2016
Modification to the Request for Proposals
NY ROUTE 347
(TERRY RD. TO GIBBS POND RD.)
Design-Build Project
PIN 0054.18, Contract D900033

Note to Proposers

Differences between the deleted pages and the revised pages have been identified as follows:

• Brackets have been inserted on the left-hand margin of the pages to indicate where changes have been made to the documents; and

• Text additions have been shown in underlined red font and text deletions have been shown in crossed out red font.

General Instructions

Delete Form SA of the Instructions to Proposers, Appendix E - Forms, and substitute the attached revised Form SA.

Delete Form R of the Instructions to Proposers, Appendix E - Forms, and substitute the attached revised Form R.

Delete Pages 3, 8-10 of the DB Contract Documents, Part 1 – DB Agreement and substitute the attached revised Pages 3, 8-10.

Delete Pages 35 and 36 of the DB Contract Documents, Part 2 – General Provisions and substitute the attached revised Pages 35 and 36.

Delete Pages 24-27 of the DB Contract Documents, Part 3 - Project Requirements and substitute the attached revised Pages 24-27. Please note, the ROW table contained on these pages has been thoroughly revised. The old table has been completely removed and the new table included has been bracketed to indicate the revision.

Delete Pages 38, 46, 71-74 of the DB Contract Documents, Part 3 - Project Requirements, and substitute the attached revised Pages 38, 46, 71-74.

Delete Pages A-1 through A-3 of the DB Contract Documents, Part 4 – Utility Requirements Appendix A and substitute the attached revised Pages A-1 through A-3.

Delete Page C-1 of the DB Contract Documents, Part 4 – Utility Requirements Appendix C and substitute the revised Pages C-1 and Utility Work Agreements for Cablevision, LIPS, National Grid, SCWA and Verizon.

Delete Page 38 of the DB Contract Documents, Part 5 – Special Provisions, and substitute the attached revised Page 38.

Add new drawing ‘Median Barrier Aesthetic Treatment’ under Part 7 - Engineering Data, Median Barrier Aesthetic Treatment

No other provision of the solicitation is otherwise changed or modified.
FORM SA

STIPEND AGREEMENT

COMPTROLLER'S CONTRACT NO.:

PIN: 0054.18


This Agreement made this ___ day of ________, 20___, by and between NEW YORK STATE DEPARTMENT OF TRANSPORTATION (hereinafter “NYSDOT”), whose principal office is located at 50 Wolf Rd., Albany, New York 12232, and ______________________, duly organized and existing under the laws of the State of New York, having its principal office at ____________________________ (hereinafter referred to as "Proposer").

WITNESSETH:

WHEREAS, NYSDOT is currently procuring a design-build contract (the “Contract”) for the __________________________________________ Project (the “Project”);

WHEREAS, the Proposer submitted a proposal (“the Proposal”) in response to the Request for Proposals issued by NYSDOT on _________________________, as amended by any addenda (as amended, the “RFP”);

WHEREAS, the Proposal met the criteria set forth in Article 4(A) of this Stipend Agreement; and

WHEREAS, the Department has not awarded the Contract to the Proposer.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT. The Agreement consists of the following in the following descending order of precedence:

2. Appendix A-1 – Supplemental Title VI Provisions and Appendix B – Requirements for Federally-Aided Transportation Projects
3. Agreement Form – this document titled “Stipend Agreement”
4. Attachment 1 to Stipend Agreement

ARTICLE 2. WORK PRODUCT AND INTELLECTUAL PROPERTY RIGHTS. The term “Work Product” shall mean ideas or information, and the expression of ideas or information, included in the Proposal or otherwise submitted or communicated in any manner by or on behalf of the Proposer to NYSDOT during the Project’s procurement process at any time prior to the awarding of the Contract. Work Product does not include any sensitive and confidential financial information regarding the Proposer that was included in the Proposal.
ARTICLE 3. NYSDOT'S RIGHTS TO WORK PRODUCT. Under the terms of this Agreement, NYSDOT may use the Work Product for the purposes of the Project or any future project pursued by NYSDOT without any obligation to pay any additional compensation to the Proposer.

With respect to any Work Product that incorporates intellectual property owned or developed by the Proposer, the Proposer’s team members or other third parties, the Proposer represents and warrants that it has the right to grant NYSDOT irrevocable, non-exclusive, perpetual, royalty-free licenses to use such intellectual property for the purposes specified herein. As of the date of this Agreement, the Proposer hereby assigns such licenses to NYSDOT, and agrees to indemnify, defend, and hold harmless NYSDOT and the State of New York from any and all claims, costs, expenses, and damages of every kind resulting from infringement allegations related to NYSDOT’s exercise of the intellectual property rights granted herein.

The foregoing shall not be deemed a requirement for the Proposer to provide off-the-shelf software to NYSDOT.

ARTICLE 4. PROVISION FOR PAYMENT.

A) The Stipend will be paid by NYSDOT to the Proposer only under the circumstances specified in this Article 4. The Proposer will not be entitled to payment of any Stipend Amount if the Proposal fails to:

1) Achieve a rating of “pass” on all Pass/Fail Evaluation Factors found in the RFP for the Project; or

2) Meet or exceed the minimum qualifying quality based evaluation threshold as required in the RFP; or

3) Include a competitive and reasonable price proposal for the Project.

B) The Proposer will not be entitled to payment of any Stipend Amount if the Proposer has filed an unsuccessful protest of the procurement process, award or cancellation of the procurement. In addition, as a condition of accepting payment of any Stipend Amount, the Proposer agrees to not file any protest of the procurement process, award, or cancellation of the procurement after accepting payment of the Stipend.

C) The Proposer will not be entitled to payment of any Stipend Amount if the Proposer fails to submit an invoice in accordance with 4(D), below, or fails to provide satisfactory evidence substantiating its Qualified Costs (as defined in 4(E), below) in accordance with (D), below.

D) In order to receive payment of the Stipend Amount, the Proposer shall submit to NYSDOT: two signed originals of Attachment 1 of this Stipend Agreement, two copies of a single invoice for its proposed Stipend Amount, and two copies of all documentation required under (E), below, not later than 20 calendar days after the Proposal Due Date. If NYSDOT disagrees with the proposed Stipend Amount set forth in the Proposer’s initial invoice, NYSDOT will notify the Proposer in writing of its determination of the appropriate Stipend Amount based on its review of the Proposer’s substantiated costs, and the Proposer shall submit a revised invoice to NYSDOT within 14 days following receipt of any such notice.
E) The Proposer shall maintain written records substantiating all Qualified Costs in sufficient detail to permit a proper audit thereof. Such records shall be made available for audit or verification of Qualified Costs upon request of NYSDOT at the time of this Agreement and for three years after final payment of the Stipend Amount is made. “Qualified Costs” shall comprise the direct costs and overhead costs that are allowable and reasonable, and incurred by the Proposer, the Proposer’s team, or third-parties acting at the direction of the Proposer in the production of the Work Product. Unallowable Proposer costs are described in CFR-2011 - title 48 – volume 1 - part 31 – subpart 31.6. The Proposer shall submit to NYSDOT copies of all substantiating documentation of Qualified Costs concurrently with the submission of its invoice for the Stipend Amount, and at any other time upon NYSDOT’s request. Failure of the Proposer, the Proposer’s team, or third-parties acting at the direction of the Proposer to maintain and retain sufficient records to allow audit or verification of Qualified Costs, or failure to allow NYSDOT or its agents access to the same, shall constitute a waiver of the right to any payment of a Stipend, and any Stipend Amount paid to the Proposer under this Agreement shall be immediately returned to the NYSDOT.

F) The Proposer must execute this Stipend Agreement and provide NYSDOT with the licenses required by Article 3 no later than 20 calendar days after the Proposal Due Date. Extensions may be granted at the sole discretion of NYSDOT.

G) A failure by any Proposer to comply with Article 4(F) constitutes a waiver to the right to any payment of a Stipend

H) Subject to the requirements and limitations set forth herein, NYSDOT shall pay to the Proposer, and the Proposer agrees to accept as full compensation for its Work Product, an amount (the “Stipend Amount”) equal to 50% of the Proposer’s total Qualified Costs, as substantiated in accordance with (D) & (E), above, not to exceed $100115,000.

ARTICLE 5. PAYMENT OF STIPEND AND WAIVER OF CLAIMS.

A) The Proposer is required, if it is a foreign or out of state corporation or entity, to obtain and submit the required tax clearance certificate to NYSDOT to enable the processing of the payment of the Stipend Amount. It should be noted that any time taken to satisfy or furnish this tax clearance certificate shall extend any required payment date by an equal period of time.

B) Acceptance by the Proposer of payment of the Stipend Amount from NYSDOT shall constitute a waiver by the Proposer of any and all rights, equitable or otherwise, to bring any claim or protest against either of NYSDOT or the State of New York, or any of their officers, directors, agents, employees, representatives or advisers and their successors and assigns, in connection with the procurement of the Project, including, without limitation, the procurement process, any award of the Contract or any cancellation of the procurement.

ARTICLE 6. NYSDOT’S PROJECT MANAGER. The following person, or his/her successor, is NYSDOT’s Project Manager:

Name: Timothy Conway
Title: Project Manager
Address: 50 Wolf Road, 6th Floor, Albany, NY 12232
Phone: 518-485-0873
Email: Timothy.Conway@dot.ny.gov
ARTICLE 7. PROPOSER’S PERSONNEL. The following person, or his/her successor, is the Proposer’s Authorized Representative:

Name:
Address:
Phone:
Email:

ARTICLE 8. NEW YORK STATE FINANCE LAW §§ 139-J AND 139-K CERTIFICATION. By execution of this Agreement, the Proposer certifies that all information the Proposer has provided to NYSDOT with respect to New York State Finance Law §§ 139-j and 139-k is complete, true and accurate. NYSDOT shall have the right to terminate this Agreement if NYSDOT finds that the certification made by Proposer in accordance with New York State Finance Law §§ 139-j and 139-k was intentionally false or intentionally incomplete.

ARTICLE 9. MISCELLANEOUS TERMS.
A) All of the Proposer’s team members and subcontractors shall be bound by the same provisions of this Agreement as the Proposer. All agreements between the Proposer, Proposer’s team members, and/or subcontractors shall include provisions effectuating this term, and all such agreements shall be subject to review by NYSDOT.
B) Proposer may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of NYSDOT.
C) Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties that executed and approved this Agreement, or their successors.
D) If NYSDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or NYSDOT’s right to subsequently enforce it.
E) New York law, without regard to its choice-of-law provisions, governs the validity, interpretation, and enforcement of this Agreement.
F) This Agreement contains all prior negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
G) All confidentiality provisions of the RFP shall continue to apply to the Proposer.

ARTICLE 10. POWER TO EXECUTE AGREEMENT
The undersigned representative of the Proposer certifies that he or she has full and complete authority to bind the Proposer, the Proposer’s team members, and subcontractors to all terms and conditions of this Agreement, and that by executing the Agreement does so bind such entities.

August 3, 2015
New York State Department of Transportation

IN WITNESS WHEREOF, this Contract No. D900033 has been executed by the STATE, acting by and through the Commissioner of Transportation, and the PROPOSER has duly executed this Agreement effective the day and year first above written.

In addition to the acceptance of this Agreement, the Department certifies that original copies of this signature page will be attached to all other exact copies of this Agreement.

RECOMMENDED BY FOR THE PEOPLE OF THE STATE OF NEW YORK

NYSDOT CONTRACT MANAGEMENT DEPARTMENT OF TRANSPORTATION

DATE: ______________________ DATE: ______________________

I certify that all information provided to the STATE with respect to the requirements contained in State Finance Laws 139j & 139k is complete, true and accurate.

By: ______________________ Date: ______________________
(FIRM NAME)

APPROVALS

ATTORNEY GENERAL THOMAS P. DINAPOLI
STATE COMPTROLLER

By: ______________________ By: ______________________
Date: ______________________ Date: ______________________

Acknowledgement for Contract # _____________

For contracts signed in New York State

State of New York )

County of ) ss.:

On the_____ day of ___________ in the year 201_, before me the undersigned, personally appeared ____________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

__________________________________________________________________________
NOTARY PUBLIC

My Commission Expires: ______________________
ATTACHMENT 1 TO STIPEND AGREEMENT

CERTIFICATION BY PROPOSER

I, ___________________________, do hereby certify that I am the __________________ of ________________________, for the work referred to in the forgoing payment request, that I am the person in whose name the foregoing account against the State of New York is rendered, that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named heretofore, and that the prices charged are just and reasonable; that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board or commission, by reason of the claimant having been allowed to sell to, incur expense for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board or commission has, or has had, any interest directly or indirectly in said articles, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

______________________________
(Date)  (Signature)

CERTIFICATION BY DEPARTMENT

I, __________________________________ (name), do hereby certify that I am the _______________________________ (title) employed in the supervision of the work described in the attached Payment Request; that the materials, labor and services have been furnished and the work properly performed in accordance with the contract; and that payment in the sum of $_______________ can be made on this contract without detriment to the interests of the State, to the best of my knowledge and belief.

______________________________
(Date)  (Signature)
**FORM R**

**RESUME**

Form R shall be completed by the Proposer for the Key Personnel indicated in Section 4.4.2.5. Add lines/pages as necessary. Under "Contact Information", provide the contact name, phone number, and e-mail address for the Project Owner. NYSDOT reserves the right to contact any Project Owner to verify the information provided. “Project Owner” is not a Prime Consultant or Prime Contractor for which the Firm served as a subconsultant or subcontractor. “Project Name” should include the relevant contract number if available.

| Name of Proposer: | | | |
| Name of Firm: | | | |
| Individual's Name: | | | |

**Is Applicant Licensed as a Professional Engineer in the State of New York?**

<table>
<thead>
<tr>
<th>Yes:</th>
<th>No:</th>
</tr>
</thead>
</table>

**NYS Professional Engineering License Number**

<table>
<thead>
<tr>
<th>Education:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Years of Experience</td>
<td></td>
</tr>
<tr>
<td>Years with this Firm</td>
<td></td>
</tr>
<tr>
<td>Title for this Project:</td>
<td></td>
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</tbody>
</table>

**Total number of years experience meeting requirements stated in Appendix A for Title above:**

Please complete the information below to confirm the total years experience stated above:

<table>
<thead>
<tr>
<th>Project Name:</th>
<th></th>
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<tbody>
<tr>
<td>Project Owner:</td>
<td></td>
</tr>
<tr>
<td>Contact Information:</td>
<td></td>
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<tr>
<td>Project Cost Value</td>
<td></td>
</tr>
<tr>
<td>Title on Project:</td>
<td></td>
</tr>
</tbody>
</table>

**% Qualifying time spent on Project**

<table>
<thead>
<tr>
<th>Individual's Start Date on Project:</th>
<th>Individual's End Date on Project:</th>
<th>Individual's Total Time on Project *:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Project Description:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual's Duties and Responsibilities:</td>
<td></td>
</tr>
</tbody>
</table>

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NY Rt. 347 – Terry Rd. to Gibbs Pond Rd.
PIN 0054.18, Contract D900033

Form R Instructions to Proposers, Appendix E
Addendum #3 February 19, 2016
<table>
<thead>
<tr>
<th>% Qualifying time spent on Project</th>
<th>Individual's Start Date on Project:</th>
<th>Individual's End Date on Project:</th>
<th>Individual's Total Time on Project*:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual's Duties and Responsibilities:</td>
<td></td>
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</tbody>
</table>

| Project Name:                     |                                    |                                  |                                  |
| Project Owner:                    |                                    |                                  |                                  |
| Contact Information:              |                                    |                                  |                                  |
| Project Cost Value                |                                    |                                  |                                  |
| Title on Project:                 |                                    |                                  |                                  |
| % Qualifying time spent on Project|                                    |                                  |                                  |
| Individual's Start Date on Project: |                                    | Individual's End Date on Project: | Individual's Total Time on Project*: |
| Project Description:              |                                    |                                  |                                  |
| Individual's Duties and Responsibilities: |                                    |                                  |                                  |

* Refers to the individual’s time spent on the project meeting the experience required for the Title on the Design Build project.
ARTICLE 4. LICENSING

Any professional services regulated by Articles 145, 147, and 148 of the New York State Education Law to be performed under this Contract shall be performed by a professional licensed in accordance with such articles.

ARTICLE 5. DOCUMENTS FORMING THE CONTRACT

The Contract shall include and incorporate the executed DB Agreement (which includes Appendix A Standard Clauses for New York State Contracts, Appendix B Federal Requirements, and Appendix C State Prevailing Wage Rates; DB Section 100 General Provisions (Part 2 of RFP); the Project Requirements (Part 3 of RFP); the Utility Requirements (Part 4 of RFP); the Special Provisions (Part 5 of RFP); the Directive Plans included in the RFP Plans (Part 6 of RFP); the Engineering Data (Part 7 of RFP); the Special Specifications (Part 8 of RFP); and the Design-Builder’s Proposal, including all addenda or appendices thereto (Part 9 of RFP); RFP Addenda (Part 10 of RFP); the Standard Specifications of the New York State Department of Transportation, Sections 200 through 700, in effect as of the Proposal Due Date, except to the extent that they are modified by the Special Provisions (Part 5 of RFP); RFP Instructions to Proposers; any RFP Addenda; any supplemental agreements, amendments, Orders on Contract, Contract modifications, including those made after execution of the Contract; and all provisions required by law to be inserted in the Contract, whether actually inserted or not.

The components of the Contract Documents are intended to be complementary and to describe and provide for a complete Project. The following components of the Contract Documents complement one another in the following declining order of precedence:

A) Appendix A, Standard Clauses for New York State Contracts;
B) Appendix B Federal Requirements (including Attachment 1, FHWA Form 1273; Attachment 2, Federal Prevailing Wage Rate; Attachment 3, Goals for Equal Employment Opportunity (EEO) Participation; Attachment 4, Goals for Disadvantaged/Minority/Women’s Business Enterprise (D/M/WBE) Participation; and Attachment 5, Supplemental Title VI Provisions (Civil Rights Act));
C) Appendix C State Prevailing Wage Rates;
D) DB Agreement (other than Appendix A, B, and C);
E) Parts 3 through 8 of RFP and any Addenda which modifies Parts 3 through 8 Part 10 of RFP;
F) DB Section 100 General Provisions (Part 2 of RFP) and any Addenda which modifies DB Section 100;
G) The Standard Specifications of the New York State Department of Transportation, current on the Proposal Due Date, Sections 200 through 700;
H) The RFP Instructions to Proposers; and any other RFP Addenda which modifies the RFP Instructions to Proposers; and
I) Design-Builder’s Proposal, including all addenda or appendices thereto (Part 9 of RFP) (except as provided below).

However, where the Design-Builder’s Proposal presents Work or products of a higher quality than that shown elsewhere in the Contract Documents, and the Department has accepted the proposed change to the Work and products to that of a higher quality, the Design-Builder’s Proposal will take precedence for that specific higher quality Work and products, as applicable. Additionally, subject to Part 2, DB Section 100 General Provisions, DB Section 104-4.6, where the Design-Builder’s Proposal includes an approved Alternative Technical Concept, the Design-Builder’s Proposal (including the approved Alternative Technical Concept) will take precedence for that specific Work that is the subject of the approved Alternative Technical Concept.
8. **Self-Insured Retention/Deductibles.** Design-Builders utilizing self-insurance programs are required to provide a description of the program for Department approval. Collateralized deductible and self-insured retention programs administered by a third party may be approved. Design-Builder or third-party-administered insurance deductible shall be limited to the amount of the bid deposit or $100,000.00, whichever is less. Security is not required if it is otherwise provided to an administrator for an approved risk management program. The Department will not accept a self-insured retention program without security being posted to assure payment of both the self-insured retention limit and the cost of adjusting claims. The Design-Builder shall be solely responsible for all claim expense and loss payments within any permitted deductible or self-insured retention. If the Design-Builder’s deductible in a self-administered program exceeds the amount of the bid deposit, the Design-Builder shall furnish an irrevocable Letter of Credit as collateral to guarantee its obligations. Such Letter of Credit or other collateral as may be approved by Department must be issued by a guarantor or surety with an AM Best Company rating of (A-) or better. If, at any time during the term of this agreement, the Department, in its sole discretion, determines that the Design-Builder is not paying its deductible, it may require the Design-Builder to collateralize all or any part of the deductible or self-insured retention on any or all policies of insurance or, upon failure to promptly do so, the same may be withheld from payments due the Design-Builder.

9. **Waiver of Indemnities.** The Design-Builder waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners or agents) for any loss that is covered by a policy of insurance that is required by this contract, where that right of action is based upon an indemnification from the Department or any third party. The Design-Builder waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners or agents) for any loss, whether or not such loss is insured, where that right of action is based upon an indemnification from the Department or any third party.

10. **Subcontractor’s Liability Insurance.** In the event that any portion of the work described in this contract is performed by a subcontractor, the insurance requirements of this Article shall be incorporated into the subcontract agreement. Subcontractor insurance requirements shall include the requirements for Workers’ Compensation, Commercial General Liability, and, if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subcontractors. Design-Builder shall require that Certificates of Insurance, meeting the requirements of the Department are provided to the Department documenting the insurance coverage for each and every subcontractor employed by them to do work under this contract.

B. **Insurance Requirements.** The types of insurance and minimum policy limits shall be as follows:

1. **Workers’ Compensation and Disability Insurance.** As required by State Finance Law §142, the Design-Builder shall maintain in force workers’ compensation insurance upon forms required by or acceptable to the Workers Compensation Board for all of Design-Builder’s employees. Design-Builder shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.

2. **Commercial General Liability Insurance.** The Design-Builder shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Design-Builder. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage) in an amount of not less than the provisions called for in DB 107-27.3 and required under Table 107-1$_.____ aggregate. Unless otherwise provided, the policy or policies of insurance providing the liability coverage shall include:

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NY Rt. 347 - Terry Rd. to Gibbs Pond Rd. 8 Part 1 - DB Agreement
PIN 0054.18, Contract D900033 Addendum #3, February 19, 2016
a. Coverage for contractual liability assumed by the Design-Builder insured under an insured contract (including the tort liability of another assumed in a business contract).

b. All insurance policies required by these specifications except workers’ compensation and professional liability shall be endorsed to provide coverage to the People of the State of New York, the State of New York, the Commissioner of Transportation, all employees of the Department of Transportation both officially and personally, any municipality in which the work is being performed, any public benefit corporation, railroad, public utility whose property or facilities are affected by the work, any consultant inspecting engineer or inspector working for or on the contract, and their agents or employees using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a policy form or forms providing equivalent coverage.

c. Products-Completed Operations Coverage, as provided in the General Liability Policy, or in certain instances through ISO form CG 26 11 09 99 or suitable equivalent.

d. Where contract work will be performed by unregistered off-road equipment, Design-Builder shall provide documentation of a blanket Pollution Liability policy, or an endorsement to cover short-term pollution events, ISO form CG 04 33 10 01 or equivalent.

e. Coverage for claims for bodily injury asserted by an employee of an additional insured; any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect.

f. For contracts that call for the performance of excavating, underground work, and/or the use of blasting equipment, Explosion, Collapse and Underground Hazards coverage (“XCU”) (for contracts that call for the performance of excavating, underground work, and/or the use of blasting equipment).

3. Commercial Automobile Insurance including liability and required coverage for New York. In the event that automobiles are used in connection with Design-Builder’s business or operations with the Department, the Design-Builder shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any of Design-Builder’s automobiles (including owned, hired and non-owned vehicles) on and around the project. This should be ISO form CA 00 01 10 01, CA 00 01 03 101 87 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than $1,000,000.00 for each accident.

4. Special Protective and Highway Liability Policy. The Design-Builder shall maintain, separate and apart from its umbrella policy, a policy issued to and covering the liability of the People of the State of New York, The State of New York, the Commissioner of Transportation, all employees of the Department of Transportation both officially and personally, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees, against damages that the insured may be held legally liable to pay for property damage, personal injuries, or death that is caused by any occurrence that takes place within any location where work is to be or is being performed by Design-Builder, including at the location of any of the work. This should be ISO form CG 00 14 12 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than the provisions called for in DB 107-27.3 and required under Table 107-1.$________per occurrence and at least $________ for each aggregate limit.
5. **Professional Liability/Errors and Omissions.** The Design-Builder’s designer shall maintain at its own expense such insurance as is customary to compensate Department for any claims or losses that occur because of Designer’s errors, omissions, malpractice, or breach of professional obligations. Such policy or policies may be written on a claims-made form, so long as coverage is maintained to cover claims arising from the performance of services under this contract. Said coverage may be subject to a deductible or self-insured retention level of no more than $250,000.00 subject to approval by Department. It is also agreed that Department may withhold payment for services rendered under this contract in the event and to the extent any deductible in the event that a claim is asserted. Such coverage shall be written on a claims-made basis (or a policy form providing equivalent coverage) in an amount of not less than the provisions called for in DB 107-27.3 and required under Table 107-1.$__,_______00 per claim and $__,_______00 in the aggregate.

The policy shall have a retroactive date no later than the date on which the RFP was issued. The policy shall have an extended reporting period of five years after Final Acceptance.

Additional insured endorsement CG 2032 07 04 shall be required to provide additional insured status to an engineer, architect, or surveyor not engaged by the insurance holder.

6. **Railroad Protective Liability Insurance.**

None required.

7. **Builders’ Risks Policy.**

None required.

8. **Marine Protection & Indemnity.**

None required.

9. **Pollution Legal Liability.**

None required.

10. **Umbrella or Excess Liability Insurance.** The Design-Builder shall maintain an occurrence form umbrella liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Design-Builders, products completed operations, personal injury, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Design-Builder, or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form CU 00 01 12 07 or a policy form providing equivalent coverage. In the event that umbrella coverage is unavailable, equivalent excess coverage may be substituted. The minimum required limits for the umbrella/excess coverage shall be sufficient to provide, when combined with the Commercial General Liability Insurance, a total of not less than the provisions called for in DB 107-27.3 and required under Table 107-1.$__,_______00 per occurrence/aggregate.

11. **Other Insurance.** The Design-Builder shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) business interruption, such as gross earnings, extra expense, or similar coverage, (b) personal property, and/or (c) automobile physical damage and/or theft. In no event shall the Department be liable for any damage to, or loss of, personal property, or damage to, or loss of, an automobile that is covered by a policy of insurance that is required by this agreement, even if such loss is caused by the negligence of the Department.
DB SECTION 102
REQUIREMENTS AND CONDITIONS

DB 102-1 [RESERVED]

DB 102-2 NO MISUNDERSTANDING

The Design-Builder acknowledges that it examined the Contract Documents and the Site prior to submitting its Proposal and has fully informed itself from its personal examination of the same regarding the quantities, character, location, and other conditions affecting the Work to be performed including the existence of poles, wires, pipes, ducts, conduits, and other facilities and structures of municipal and other public service corporations on, over, or under the Site.

The Design-Builder agrees that the Proposal Price includes all costs arising from existing conditions shown or specified in the Contract Documents, and/or readily observable from a Site inspection prior to the Proposal Date, and/or generally recognized as inherent in the nature of the Work, and/or for which Design-Builder has assumed the risk pursuant to the Contract Documents. The Design-Builder further acknowledges that its responsibilities under this Contract include conducting such additional geotechnical exploratory work and Site investigations as may be necessary or appropriate for design and construction of the Project.

The Department in no way warrants or guarantees that the information made available by the Department or found in the Contract Documents covers all conditions at the Site or that said information and Contract Documents should act as a substitute for personal investigation, interpretation, and judgment by the Design-Builder.

The components of the Contract Documents are intended to be complementary and to describe and provide for a complete Project. The following components of the Contract Documents complement one another in the following declining order of precedence:

A) Appendix A, Standard Clauses for New York State Contracts;
B) Appendix B, Federal Requirements (including Attachment 1, FHWA Form 1273; Attachment 2, Federal Prevailing Wage Rate; Attachment 3, Goals for Equal Employment Opportunity (EEO) Participation; Attachment 4, Goals for Disadvantaged/Minority/Women’s Business Enterprise (D/M/WBE) Participation; and Attachment 5, Supplemental Title VI Provisions (Civil Rights Act));
C) Appendix C, State Prevailing Wage Rates;
D) DB Agreement (other than Appendix A, B, and C);
E) Parts 3 through 8 of RFP and any Addenda which modifies Parts 3 through 8 of RFP;
F) DB Section 100 General Provisions (Part 2 of RFP) and any Addenda which modifies DB Section 100;
G) The Standard Specifications of the New York State Department of Transportation, current on the Proposal Due Date, Sections 200 through 700;
H) The RFP Instructions to Proposers; and any RFP Addenda which modifies the RFP Instructions to Proposers; and
I) Design-Builder’s Proposal, including all addenda or appendices thereto (Part 9 of RFP) (except as provided below).

However, where the Design-Builder’s Proposal presents Work or products of a higher quality than that shown elsewhere in the Contract Documents, and the Department has accepted the proposed change to the Work and products to that of a higher quality, the Design-Builder’s Proposal will take precedence for that specific higher quality Work and products, as applicable. Additionally, subject to DB §104-4.6, where the Design-Builder’s Proposal includes an approved Alternative Technical Concept, the Design-Builder’s Proposal (including the approved Alternative Technical Concept) will take precedence for that specific Work that is the subject of the approved Alternative Technical Concept.

Except as otherwise expressly specified, whenever separate publications are referenced in the Contract Documents, it shall mean those, as amended, which are current on the Proposal Due Date.

Dimensions given on the Plans or which can be calculated will govern over scale dimensions.

The fact that the Contract Documents may omit or misdescribe any details of any Work which are necessary to carry out the intent of the Contract Documents, or which are customarily performed, shall not relieve the Design-Builder from performing such omitted Work (no matter how extensive) or misdescribed details of the Work, and they shall be performed as if fully and correctly set forth and described in the Contract Documents, without entitlement to an Order on Contract hereunder except as specifically allowed. The Department’s answers to any questions posed during the procurement process for the Contract shall in no event be deemed part of the Contract Documents and shall not be relevant in interpreting the Contract Documents except as they may clarify provisions otherwise considered ambiguous.

The Design-Builder will be supplied with two conformed sets of the Contract, one set of which the Design-Builder shall keep available on the Work Site at all times. A set will consist of one paper hardcopy and one electronic softcopy on computer-readable media. The Design-Builder may purchase additional sets for the cost of printing, assembling, and mailing the documents.

If the Design-Builder becomes aware of an apparent error, omission or ambiguity in any of the Contract Documents or of an apparent conflict between (i) any of the provisions in the Contract Documents (whether expressly set forth or incorporated by reference), (ii) any of the Contract Documents, or (iii) any of the Contract Documents and the actual Site, the Design-Builder shall notify the Department’s Project Manager in writing of any such error, omission, ambiguity or conflict, within 10 days of becoming aware of the error, omission, ambiguity or conflict, and shall obtain specific instructions in writing from the Department’s Project Manager before proceeding with the Work affected thereby. The Department’s Project Manager shall make a determination regarding such error, omission, ambiguity or conflict, in his/her sole discretion, and the Design-Builder shall promptly comply with such determination without entitlement to any adjustment to the Contract Price or any extension of Contract Time, except to the extent expressly provided in the Contract. The Department’s Project Manager may require the Design-Builder to modify Plans or other documents to correct the error, omission, ambiguity or conflict, as the case may be.

Failure of the Design-Builder to notify the Department’s Project Manager as required herein shall be deemed a waiver of the Design-Builder’s right to claim any adjustment to the Contract Price or any extension of Contract Time for changed or Extra Work, and the Design-Builder...
SECTION 6 RIGHT-OF-WAY

6.1 SCOPE

Plans showing the existing State owned Right-of-Way (ROW) are included in the Reference Documents. The Design-Builder shall perform all the permanent Project Work within the State owned ROW.

Maps for any Right-of-Way that is in the process of being obtained or has been obtained specifically for this Project are included in Part 7 – Engineering Data of these Contract Documents and listed in Table 6-1 below.

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</tbody>
</table>

* Claimant could not be reached after numerous attempts
** Could not obtain information on judgments and tax liens to complete closing documents.

Property releases for driveway reconnections or other work that is required are the responsibility of the Design-Builder, in close coordination with the Construction Quality Assurance Engineer.

Right of ownership of all ROW and the improvements made thereon by the Design-Builder shall remain at all times with the Department. The Design-Builder’s right to entry and use of the ROW arises solely from permission granted by the Department under the Contract.

### 6.2 REQUIREMENTS

#### 6.2.1 Right-of-Way Fencing

Any ROW fencing that has been damaged due to construction of the Project or removed by the Design-Builder shall be replaced by the Design-Builder with new ROW fencing meeting current NYSDOT standards.

#### 6.2.2 Property Interests Identified by the Design-Builder for its Convenience

The Design-Builder shall be responsible for the acquisition and all costs associated therewith for any temporary land or other property required for the Design-Builder’s convenience outside the ROW Limits, such as for staging, lay-down, access, office space, temporary works, or other purposes. The Design-Builder shall assume responsibility for satisfying all Federal and State regulations, identifying, analyzing, and documenting the environmental impacts associated with the additional space and securing all necessary consent, including that of the Department, prior to initiating use of the space, in accordance with DB §107-22.
10.3.1.2 General

10.3.1.3 Construction Method

The Design-Builder shall be aware that the schedule for construction of sound walls is highly sensitive to the relocations of utilities by others. Refer to Part 4 – Utility Requirements for additional information.

10.3.1.4 Aesthetic Surface Treatment

1. Panels

The sound wall surface texture shall match the Scott System, #161 – Exaggerated Grape Stake pattern shown on the panels in the previously constructed section of NY Route 347 between the NY 347/454 split and Terry Road. Form liners shall leave The surface texture shall provide a crisp, sharp defined architectural pattern without interruption by liner seams.

The sound wall color shall be integral and shall match Westwood Brown Federal Color 30227. Minor color tone variations in the color may be acceptable; however, the general material color shall be uniform throughout.

The Design-Builder shall indicate how horizontal joints are integrated into the visible surface of the sound walls. The form liner pattern shall be continuous over horizontal panel joints. The maximum number of visible horizontal panel joints shall be two (2).

2. Posts

The Design-Builder shall conceal or integrate the sound wall posts with the surface texture and color of the sound walls. The Design-Builder shall also identify the proposed panel attachment method, and if visible, the post color and texture. Sound wall posts may have joints; however, all joints must be concealed.

3. Panel Identification Plates

The Design-Builder shall integrate sound wall identification plates into the sound walls. Identification plates shall be placed on every first, last, and tenth panel of the sound wall at a height of 9 feet from the existing ground elevation and 1 foot off the right post (as determined by looking at the sound wall from within the right-of-way).

The numbering system shall be made up of 3 sets of characters. The first represents the cross road preceding the wall. The second character on the eastbound side identifies the sound wall by letter, always beginning with the sound walls located farthest east and increasing in alphabetical order beginning with the letter ‘A’ until the next cross street is reached in the eastbound direction. The second character on the westbound side identifies the sound wall by letter, always beginning with the sound walls located farthest west and increasing in alphabetical order beginning with the letter ‘N’ until the next cross street is reached in the westbound direction. The third set of characters subdivides the sound wall into panels.

The materials used in this work shall conform to the following requirements:

1. Aluminum Panel with Reflective Background: The aluminum panel and reflective background shall conform to the material and fabrication requirements of
12.3.2 Construction Requirements

12.3.2.1 Signs

The Design-Builder shall not reuse any existing NYSDOT sign materials as part of the permanent signing installation and shall be responsible for the disposal of all signing materials and structures that are removed from the Project. Standard signs owned by municipalities other than NYSDOT, and non-standard signs owned by private entities but placed within NYSDOT right-of-way, with the acceptance of the Department, shall be removed, stored and reinstalled as required.

The Design-Builder shall be responsible for the provision of all signs, posts, frames and other structural components required for the installation and support of the sign panels.

Sign panels shall meet the requirements of the Department’s Special Specifications 645.03010011, 645.03020011, 645.03030011 and 645.03040011.

12.3.2.2 Pavement Markings

All linear roadway and cross hatching pavement markings shall be installed in accordance with the Department’s Special Specifications 685.0815XX08 – Epoxy Reflectorized Pavement Markings (Crosshatching) 15 Mil Thick (Wet Night Visibility Spheres), and 685.0720XX18 – Epoxy Reflectorized Pavement Markings – 20 Mils (Wet Night Visibility Spheres). Crosswalks shall be consistent with the previous Route 347 corridor improvements.

12.3.2.3 Traffic Signals

There are signalized intersections within the limits of the Project that include traffic signals as well as pedestrian crossing signals, locations of which are listed below:

- NY Rte. 347 at Southern Boulevard
- NY Rte. 347 at Lake Avenue
- NY Rte. 347 at Gibbs Pond Road

The Design-Builder shall replace the existing traffic and pedestrian crossing signals with the latest current standard of traffic signal pole and cable supports, and also the latest standard for the push button control systems with count-down timers at the pedestrian safety walks.

At each intersection, the Design-Builder shall design and install new traffic signal infrastructure. The traffic signal infrastructure shall include installation of a new cabinet and controller, span poles and foundations, new electric service and electric disconnect, signal heads including backplates with retro-reflective tape in all directions, pedestrian signal poles, pedestrian signals and push buttons, cable and conduits, interconnect cable to adjacent signalized intersections, and loop detectors. Appropriate infrastructure (pullboxes, conduit, etc) shall be installed to accommodate the possible future installation of future traffic signal equipment. The work shall include all equipment, hardware mountings, cabling, software modifications and labor necessary to install and integrate a fully operational signalized intersection. All signal designs shall conform to current MUTCD, and Region 10 Traffic Details found in RFP Part 7. Signal cycle lengths for the intersections of Southern Blvd, Lake Avenue and Gibbs Pond Road are 180 seconds AM peak, 140 seconds midday and off-peak and 170 seconds PM Peak. These lengths shall be considered a maximum parameter and shall not be exceeded. Minimum cycle lengths to be evaluated shall be 140 seconds AM peak, 120 seconds midday and off-peak and 140 seconds PM Peak, with a 5 second minimum green interval for side streets and left turns.
SECTION 18  HIGHWAY DESIGN

18.1  SCOPE

The Design-Builder shall be responsible for the design, construction and reconstruction of the permanent roadway(s) to be constructed within the Project Limits, and any other roads damaged by construction operations, or necessary for permanent operations, all in accordance with the design requirements stated herein. Highway design, construction and reconstruction shall be understood to include the design, furnishing, and construction of all road appurtenances, protections, and safety devices not specifically cited in other Project Requirements.

The approximate limits of highway elements designed and constructed as part of NY 347 (DB Phase 2) (PIN 0054.22) is as follows:

- Roadway: 1,170 feet east of centerline of Terry Road;
- Westbound side Median Barrier: 580 feet east of centerline of Terry Road;
- Eastbound side Median Barrier: 920 feet east of centerline of Terry Road;
- Shared Use Path: 1,070 feet east of centerline of Terry Road;
- Sidewalk: 1,170 feet east of centerline of Terry Road.

For the purposes of this Section, the western Project Limits shall be the eastern limits of NY 347 (DB2) as described above; the eastern Project Limits shall be determined based on roadway reconstruction required to satisfy the LOS for the Intersection of Route 347 and Gibbs Pond Road plus 50 feet of milling and resurfacing. The eastern project limit for NY Route 347 westbound shall be 700’ east of the centerline of Gibbs Pond Road, including transition to existing 2-lane roadway width. The eastern project limit for NY Route 347 eastbound shall be 1100’ east of the centerline of Gibbs Pond Road, including transition to existing 2-lane roadway width.

In addition, the Design-Builder shall be responsible for the removal of non-standard systems that currently exist within the Project limits, whether they are affected by the proposed Work or not, and replacement with systems meeting current Department Standards, unless specified differently in the Project Requirements Sections 1-17 and 19-20.

18.2  STANDARDS

The Design-Builder shall perform the Work in accordance with the Contract Documents and the Applicable Standards, Design Codes and Manuals listed in Section 1.6, unless otherwise stipulated in this Project Requirement or otherwise applicable to the Project.

18.3  REQUIREMENTS

18.3.1  General

The Design-Builder shall be responsible for performing the detailed highway design and construction within the Project Limits in accordance with the Project Requirements set forth herein.
18.3.2 Design Requirements

Design requirements for the reconstruction of NY 347 and local streets shall be as specified below.

- Design speed: NY 347, 60 mph; Local streets, 35 mph;
- Lane Widths: Three 11 foot wide Eastbound lanes; three 11 foot wide Westbound lanes;
- Turning Lane Width: 11 foot wide at all turning lane locations;
- Shoulder Widths: A 6 foot wide right shoulder and a 2 foot wide left shoulder in the Eastbound and Westbound directions shall be required, except at right turn lane locations. Additional exceptions shall be granted when shoulders are to be widened to achieve minimum standard sight distances for that purpose only. A 4 foot wide right shoulder and a 2 foot wide left shoulder at right turn lane locations; A 2 foot wide right shoulder and 2 foot wide left shoulder shall be provided at local streets.
- Shared Use Path Width: A minimum 12 foot wide shared use path on the Eastbound side;
- Sidewalk Width: A minimum 5 foot wide walkway on the Westbound side.

Taper Lengths and Turning Bay Lengths shall be in accordance with Table 18-1.

**Table 18-1 – Table of Taper and Turning Bay Lengths**

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<tr>
<td></td>
<td>EB LEFT TURN</td>
<td>350*</td>
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<td></td>
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<tr>
<td></td>
<td>NB LEFT TURN</td>
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<td></td>
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<td>150</td>
<td>300</td>
</tr>
</tbody>
</table>

*:Length to accommodate two (2) left turn lanes with reduction in median width. The outermost left turn lane, adjacent to the median, is for future capacity improvements and shall be cross hatched under this contract.
In addition to the above requirements for sidewalk and shared use paths along the Eastbound and Westbound sides of NY 347, the Design-Builder shall reconstruct any portions of the existing sidewalk and shared use path which are impacted by the Project Work.

18.3.3 Curbs

Curbs along NY 347 shall be M150 mountable concrete curb, with a 4 foot imprinted concrete shelf between the curb and shared use path along the Eastbound side of NY Route 347 for the entire length of the project. Curbs along cross streets shall be VF150 vertical faced concrete curb. At intersections with cross streets, curbing shall extend into the cross street as follows:

- For cross streets with existing curb, new curbing shall extend to the limits of widening or full-depth reconstruction on the cross street, or to five feet beyond the Rt. 347 sidewalk or shared use path, whichever is greater, and tied to the existing cross street curbing.
- For cross streets without existing curb, curbing shall extend to five feet beyond the Rt. 347 sidewalk or shared use path then transitioned to a flush curb and terminated.

18.3.4 Posted Speed

The proposed posted speed on NY 347 shall be 45 mph; all other posted speeds shall remain.

18.3.5 Railings

If bicycle and pedestrian railing is needed based on the proposed design, the railing design materials and color should blend with the aesthetics of the overall roadway proposed elements. The color of fencing or railing shall be either black or dark brown.

18.3.6 Barrier Systems and Impact Attenuators

The Design-Builder shall remove and dispose of all existing barrier systems within the Project limits, and replace with new barrier systems to current NYSDOT Standards. All existing unsignalized openings in the median barriers shall be eliminated.

The limits of work for new roadside and new median barrier outside of the project limits shall be the lesser of the following:

1) The point where barrier is no longer warranted; or
2) A point where the proposed barrier can be transitioned to an existing barrier system which conforms to current standards.

All existing barrier systems that are removed shall become property of the Design-Builder. The proposed concrete median barrier shall be single slope concrete barrier with a height of 32 inches above the roadway. Median barrier shall have a, non-repeating, New England Dry Stack texture with a maximum texture depth of 1.38 inches and shall have a simulated smooth top coping integrated into the top of the barrier, there shall be minimal visible vertical joints and have non-visible continuity plates. The median barrier shall be integrally colored concrete matching the Westwood Brown, Federal Color Chart 595 – Color 30227. Any visible joint filler material shall also match the color of the barrier. The median barrier shall have a clear, non-glossy, non-sacrificial anti-graffiti coating applied to the surface. The median barrier end sections shall have a crash attenuator that uses an integrated attachment design that does not protrude beyond the barrier surface. Median barrier aesthetic treatment detail can be found in RFP Part 7.

18.3.7 Greenway Stop

The Design-Builder is required to identify a location within the State’s proposed right-of-way to fit the baseline features of the Greenway Stop. The baseline features of the Greenway Stop are to include: a shared-use path connection to and from the Greenway Stop, decorative pavement specified in section 16, benches and seat wall, bicycle racks, an information kiosk, interpretive signs, decorative LED solar lighting (as described in Section 13), a shade structure, and planting.
18.3.8 Bus Stops and Shelters
Bus stops shall be constructed in the same location as existing bus stops. Bus shelters shall be located at each bus stop and shall look identical to the bus shelters constructed in Contract D261357, including style, material, and color. The Design-Builder should be aware that solar LED lighting shall also be included in the bus shelter. The solar panel and related battery box alignment should maximize solar energy use and fit with the aesthetics of the shelter.

18.3.9 Bike Racks
Bike racks shall be installed at bus stop(s) accommodating 2 bikes minimum, and at greenway stop(s) accommodating 4 bikes minimum. The bike rack alignment shall be similar in style, material, and color to the existing bike racks located at the bus stop(s) and greenway stop constructed in Contract D261357. Any proposed bike racks shall include the custom NY Route 347 “Parks to Ports” powder coated graphic. Graphic cut-out file will be supplied by the Department.

18.3.10 Benches
At least two (2) 6 foot long metal frame and recycled lumber benches shall be securely installed at the greenway stop. The bench shall be a Victor Stanley, Model C-10. Benches shall be secured at the location to prevent theft and shall use tamper resistant hardware. Benches shall also be placed along the shared-use path in areas where pedestrians or bicyclists may wait or rest, i.e., near intersections, commercial areas, or recreational areas. Alternatively, decorative seat wall structures with similar seating accommodation may also be provided matching the concrete seat wall in contract D261357.

18.3.11 Information Kiosk
The Design-Builder shall fabricate and install one (1) information kiosk at the greenway stop location in a similar proximity to the proposed shared-use path as designed at greenway stops in previously constructed sections of NY Route 347 between the NY347/454 split and Terry Road.

The content of the information kiosk will be provided by the Department.

18.3.12 Shade Structure
The Design-Builder shall include one decorative shade structure at the proposed greenway stop location. The shade structure style, size, scale, materials, and color should be similar to the shade structure constructed at the greenway stops in previously constructed sections of NY Route 347 between the NY347/454 split and Terry Road.

18.3.13 Interpretive Panels
The Design-Builder shall fabricate and install two (2) interpretive panels for installation at the greenway stop location. The panel format, text styles, and display art layout should closely match the layout of the interpretive signs from the initial project phase and greenway stop.

The content of the panels will be provided by the Department. The themes of these plaques will be related to Long Island Regional Environment, Environmental Sustainability, and / or Transportation, i.e., Ecology, Ecosystems, Wildlife, Geology of Long Island, Retention and Detention Systems.

Panel materials shall conform to the requirement of Special Specification 645.92_11.

18.3.14 Clear zone
The Design–Builder shall document clear zone on the final record plans. The minimum clear zone shall be 13 feet.

18.4 DESIGN EXCEPTIONS AND NON-STANDARD FEATURES
It is the responsibility of the Design-Builder, in coordination with the Department, to obtain acceptance of any non-standard features included in the final design.
APPENDIX A  UTILITY REQUIREMENTS

The Department has reviewed the Project limits and has made a preliminary assessment of which utility facilities located within the Project limits may be impacted by the Project.

The Department has conducted utility coordination with the utility companies listed below based on the preliminary scope of work.

A-1  UTILITY COMPANIES

Table A-1 lists the utility companies with facilities located on, under or above the Project roadways and/or structures:

**Table A-1 Utility Contacts**

<table>
<thead>
<tr>
<th>Utility</th>
<th>Contact</th>
<th>Contact #</th>
<th>Performed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Island Power Authority</td>
<td>Steve Scandura</td>
<td>516-949-8388</td>
<td>LIPA</td>
</tr>
<tr>
<td>Verizon</td>
<td>Karl Wolf</td>
<td>631-687-8417</td>
<td>Verizon</td>
</tr>
<tr>
<td>Cablevision</td>
<td>Jason Rivera</td>
<td>631-846-5579</td>
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<tr>
<td>National Grid</td>
<td>John Asaro</td>
<td>516-545-5222</td>
<td>National Grid</td>
</tr>
<tr>
<td>Suffolk County Water Authority</td>
<td>Dawn Wilson</td>
<td>631-563-0247</td>
<td>Design-Build</td>
</tr>
</tbody>
</table>

A-2  UTILITY INVENTORY

The types, sizes and approximate locations of utilities present in the immediate Project area are described below.

A-2.1  Telecommunications

A-2.1.1  Verizon

Verizon has various buried copper and fiber optic cables within the project limits. The more notable placements include: 1) originating in the NW-NE corner of Southern Blvd crossing NY Route 347 and runs approximately 2100' on the south side of NY Route 347, 2) at both Lake Avenue and Gibbs Pond Road utilizes multiple pole to pole drops to span the intersection both east / west and north / south.

Verizon owns some of the utility poles and has overhead facilities on many. Please see section A-2.2.1 for a description of overhead facilities.

A-2.1.2  Cablevision (CSC Holdings LLC)

Cablevision has overhead lines on many of the utility poles owned by LIPA and Verizon. Please see section A-2.2.1. for additional pole information.
Cablevision has a PVC duct bank system serving Avalon Commons from a pole drop on the north side of NY route 347.

A-2.2 Electric

A-2.2.1 LIPA / PSEG LI

There are approximately 87 utility poles within the Project limits (NY Route 347 Sta 157+60 to 218+00). These poles are owned by LIPA and Verizon - LIPA owns 54; Verizon owns 33. The current pole heights vary from approximately 35 feet to 45 feet. There is 1 location with midblock overhead transfer lines that feed the communities to the north of NY Route 347. In addition there are aerial utility crossings of NY Route 347 at Southern Blvd, Lake Avenue and Gibbs Pond Road. There are many poles that have service drops and attachments such as guy wires, transformers and boxes for both electric and telecommunication needs. These poles carry various combinations of transmission, primary, secondary and telecommunications cables. 6 to 8 poles on Gibbs Pond Road carry transmission cables. Additionally, LIPA has transverse underground cable crossings of NY Route 347 at: (1.) south side of NY 347 to Avalon Commons and (2.) south side of NY 347 to north, approximately 570ft east of Southern Blvd.

A-2.3 Natural Gas

A-2.3.1 National Grid

National Grid has an 8” steel distribution gas main within the center median, approximately five feet off of the existing eastbound median edge of pavement, from Terry Road to Gibbs Pond Road and beyond. In addition, there are 4” steel & PE gas mains on Southern Blvd, Lake Ave and Gibbs Pond Road. There are also 2”, 4” & 6” building gas service lines crossing under NY Route 347 at numerous locations within the project corridor.

A-2.4 Water

A-2.4.1 Suffolk County Water Authority (SCWA)

Suffolk County Water Authority has a 12 inch water main on NY Route 347 in the vicinity of the center median Suffolk County Water Authority has a 12” water main on NY Route 347 in the vicinity of the center median from east of Terry Road to Lake Ave. There are also 8”, 10” & 12” diameter water mains that run under Southern Blvd, Lake Ave and Gibbs Pond Road. In addition there are also 4” & 6” building water service lines crossing under NY Route 347 at various locations within the project corridor.

A-2.5 Other Utilities

None.

A-2.6 Utility Service Connections

West of Southern Blvd the majority of service connections to the residents and businesses are from these pole runs. East of Southern Blvd the majority of services originate from the local street system. All overhead services and services from pole drops are expected to be impacted...
by utility pole moves. Underground services may be impacted by drainage improvements and relocation of the primary water and sewer mains. In the vicinity of Lake Avenue the majority of services do not originate from NY Route 347 and are not anticipated to be affected by proposed sound barriers.

A-3 UTILITY RELOCATIONS BY OTHERS

The Design-Builder shall be aware that all time frames for utility relocation work presented in this section are approximate and are predicated on the assumption of a single relocation to the new, permanent utility locations. Should the Design-Builder’s design, means and methods require interim utility relocations, the Design-Builder shall be responsible for coordinating with the affected utilities to determine the time frames required for any and all interim relocations.

The following utility information has been discussed with the utility companies and they have tentatively agreed to the relocations and time frames consistent with the assumption as stated. Time frames are based on assumptions including availability of space and conditions of access to the work site. Varying conditions and access will require additional coordination of time frames when design is available and construction begins.

A-3.1 Telecommunications

A-3.1.1 Verizon

Verizon’s conduits may require relocation due to potential horizontal and vertical conflicts with the new drainage lines and structures. The final locations will be coordinated with Verizon and the Design-Builder. It is anticipated that each conflict with Verizon requiring an offset of Verizon conduits will take no more than 1 to 2 weeks for Verizon to relocate their duct bank and buried cable (Verizon manholes are fixed objects that cannot be relocated). The Design-Builder shall provide and coordinate the layout of the sound walls and the shared-use path, to ensure there will not be a compromise of space for all of the telephone facilities. See Section A-3.2.1. for a discussion of overhead conflicts and relocations.

A-3.1.2 Cablevision (CSC Holdings LLC)

See Section A-3.2.1. for a discussion of overhead conflicts and relocations. Should the underground conduits feeding Avalon Commons be impacted, offsetting of the conduits would require 2-1 to 3 weeks after project coordination.

A-3.2 Electric

A-3.2.1 LIPA / PSEGLI

Approximately 75 percent of the poles within the project limits are anticipated to be impacted by the proposed project. It is anticipated that between design builder project coordination with the utility pole owners, 3rd party attachment coordination and coordination of services disruptions that the relocations will take 10 to 12 months. Should the underground crossing cables be impacted by the project design, relocating each cable would require 2 to 4 weeks plus time for project coordination and utility design.
APPENDIX C   PRELIMINARY DB UTILITY WORK AGREEMENTS

The work described in this Appendix C (if provided) includes known relocation(s) and other utility work required to remove known interference(s) with Project elements. The Design-Builder shall design, locate, and construct the Work in accordance with utility provider(s) details as detailed in this Appendix C (if provided). The Design-Builder shall consider providing, where possible and if applicable, a common trench in which to construct the utilities in accordance with the utility providers' requirements. The Design-Builder shall determine the location of any and all trenches relevant to the requirements of the Design-Builder's design, as applicable. The Design-Builder shall include in its Baseline Project Schedule appropriate time as required for all utilities work. The Design-Builder shall comply with the Work Zone Traffic Control requirements contained in Part 3 of the Contract Documents at all times when performing the work described herein.

Any Agreements provided in this Appendix are Preliminary and are between the Department and utility owner(s). The Design-Builder is expected to coordinate with any and all affected utility owner(s) and the Department to negotiate and execute 3-party Final Utility Work Agreements between the Design-Builder, utility owner(s), and Department.
Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

<table>
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<th>Project Identification No.: 0054.18</th>
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<th>ROW Declaration No.:</th>
<th>Map Nos.:</th>
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Project Description: NY 347 D-B Reconstruction: Terry Road to Gibbs Pond Road, Town of Smithtown, Suffolk County.

necessitates the adjustment of utility facilities as hereinafter described, the owner, CSC Holdings LLC (Cablevision), of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the RFP documents Part 4 – Utilities Appendix A, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

**Existing Facilities**

Existing facilities presently located on State and local Right-of-Way as described in the RFP for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Cablevision facilities within the project limits expected to be encountered include overhead cables, aerial and underground service drops, as well as underground conduits at Avalon Commons and a transverse underground crossing of NY 347 east of Southern Blvd.

**Project Effects**

This project proposes to reconstruct NY 347 from east of Terry Road to east of Gibbs Pond Road, as well as potential approach improvements on Southern Boulevard, Lake Avenue and Gibbs Pond Road. This work is anticipated to include roadway widening, drainage, curbs, sidewalk, raised planted median, a shared use path, traffic signals and other appurtenances. Based on Cablevision records, cable facilities are present on a majority of the 87 LIPA and Verizon poles within the project limits. It is anticipated that project widening will impact about 75% of all poles. The relocation of all utilities overhead facilities is anticipated to take 10 to 12 months. It will necessary for each of the utilities to work cooperatively with each other, the state and state’s Design-Build team in order to complete the relocation in this time frame. Should the underground conduits be impacted, offsetting of the conduits would require 1 to 3 weeks plus time for project coordination and utility design. Cablevision shall be responsible for the relocation of their facilities, including restoration of any impacted service connections.

The above represents a preliminary assessment of utility relocation requirements during development of the RFP documents. Final conflict will be based on plans developed by the state’s Design-Build team.
II. **Financial Responsibility** (check appropriate boxes):

- [x] The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

- [ ] Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)

- [ ] Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)

- [ ] Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)

- [ ] Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.

- [ ] Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.

- [ ] The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

  __________________________________________________________

  __________________________________________________________

  __________________________________________________________
III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- [ ] Contract let by the Commissioner.
- [ ] Contract let by the Owner, (check applicable statement, i.e., a or b)
  - [ ] a. Best Interests of State.
  - [ ] b. Utility not sufficiently staffed or equipped.
- [x] By the Owner’s forces.

IV. **Betterment, Salvage, and Depreciation Credits Due the Project** (check appropriate boxes):

- [x] There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

- [ ] There is betterment described as follows:

- [ ] The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

- [ ] The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of $__________ to cover the cost of the betterment as described above.

- [ ] The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner’s responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.
VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)


☐ Contract documents: Contract number D900033
    PIN 0054.18
    Plan sheets No. TBD

☐ Owner’s plan sheets

☐ Owner’s estimate sheets form No.

☐ Resolution dated _________________ , by ________________________
    ☐ Granting the State of New York authority to perform the adjustment for the owner.
    ☐ Agreeing to maintain facilities adjusted via State-let contract.
    ☐ Authorizing deposit of funds by the owner.

☐ Certification by the owner or his agent that he has the legal authority to enter into this agreement.

__________________________________________________________________________________
(Print/Type Name)Owner or Agent (Signature) Title Date

__________________________________________Regional Utilities Engineer
Christopher C. Williams Title Date
For NYSDOT Commissioner of Transportation
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

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<td>Reference # 1A</td>
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</tbody>
</table>

Project Description: NY 347 D-B Reconstruction: Terry Road to Gibbs Pond Road, Town of Smithtown, Suffolk County

necessitates the adjustment of utility facilities as hereinafter described, the owner, Long Island Power Authority (LIPA), of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the RFP documents Part 4 – Utilities Appendix A, and as based on preliminary plans, specifications, proposal, amendment(s) or change order(s).

Existing Facilities

Existing facilities presently located on State Right-of-Way as described in the RFP for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

LIPA facilities within the project limits expected to be encountered include utility poles, overhead transmission, primary and secondary cables, aerial and underground service drops. LIPA transverse underground cable crossing of NY 347 include: 1) from the south side of NY 347 to Avalon Commons and 2) from the south side of NY 347 to the north, approximately 570ft east of Southern Blvd.

Project Effects

This project proposes to reconstruct NY 347 from east of Terry Road to east of Gibbs Pond Road, as well as potential approach improvements on Southern Boulevard, Lake Avenue and Gibbs Pond Road. This work is anticipated to include roadway widening, drainage, curbs, sidewalk, raised planted median, a shared use path, traffic signals and other appurtenances. Based on LIPA records and field conditions, facilities are present on all of the 54 LIPA poles and 33 Verizon poles within the project limits. It is anticipated that the road widening will impact about 75% of all poles. The relocation of all utilities overhead facilities is anticipated to take 10 to 12 months. It will be necessary for each of the utilities to work cooperatively with each other, the state and state’s Design-Build team in order to complete the relocation in this time frame. Should the underground crossing cables be impacted by project design, relocating of each cable would require 2 to 4 weeks plus time for project coordination and utility design.

The above represents a preliminary assessment of utility relocation requirements during development of the RFP documents. Final conflict will be based on plans developed by the state’s Design-Build team. It is anticipated that electric outages may be necessary during some construction activities.
II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)

- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)

- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)

- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.

- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.

- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

  __________________________________________________________________________________

  __________________________________________________________________________________

  __________________________________________________________________________________
III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- [ ] Contract let by the Commissioner.
- [ ] Contract let by the Owner, (check applicable statement, i.e., a or b)
  - [ ] a. Best Interests of State.
  - [ ] b. Utility not sufficiently staffed or equipped.
- [x] By the Owner's forces.

IV. **Betterment, Salvage, and Depreciation Credits Due the Project** (check appropriate boxes):

- [x] There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

- [ ] There is betterment described as follows:

- [ ] The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

- [ ] The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of $_____________ to cover the cost of the betterment as described above.

- [x] The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.
VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)


☐ Contract documents: Contract number D900033
  PIN 0054.18
  Plan sheets No. TBD

☐ Owner’s plan sheets __________________________________________

☐ Owner’s estimate sheets form No. ________________________________

☐ Resolution dated _____________________, by ________________________
  □ Granting the State of New York authority to perform the adjustment for the owner.
  □ Agreeing to maintain facilities adjusted via State-let contract.
  □ Authorizing deposit of funds by the owner.

☑ Certification by the owner or his agent that he has the legal authority to enter into this agreement.

__________________________________________Main Office Utilities Engineer
Cathy Nusca
Title Date
For NYSDOT Commissioner of Transportation
Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

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<td>County of: Suffolk</td>
</tr>
<tr>
<td>Contract No.: D900033</td>
<td>Reference # 4B</td>
</tr>
</tbody>
</table>

Project Description: NY 347 D-B Reconstruction: Terry Road to Gibbs Pond Road, Town of Smithtown, Suffolk County.

necessitates the adjustment of utility facilities as hereinafter described, the owner, National Grid, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the RFP documents Part 4 – Utilities Appendix A, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

**Existing Facilities**

Existing facilities presently located on State and local Right-of-Way, as described in the RFP for the proposed transportation project, are to be adjusted as follows: (describe type, size, capacity, location, etc.)

National Grid facilities within the project limits expected to be encountered include an 8” steel distribution gas main within the center median, approximately five feet off of the existing eastbound median edge of pavement, from Terry Road to Gibbs Pond Road and beyond. In addition, there are 4” steel & PE gas mains on Southern Blvd, Lake Ave and Gibbs Pond Road. There are also 2”, 4” & 6” building gas service lines crossing under NY Route 347 at numerous locations within the project corridor.

**Project Effects**

This project proposes to reconstruct NY 347 from east of Terry Road to east of Gibbs Pond Road, as well as potential approach improvements on Southern Boulevard, Lake Avenue and Gibbs Pond Road. This work is anticipated to include roadway widening, drainage, curbs, sidewalk, raised planted median, a shared use path, traffic signals and other appurtenances. It is intended that National Grid’s gas main on NY Route 347 will be relocated from the center median to the south side of NY Route 347 in the vicinity of the shared use path. National Grid is responsible for the relocations and tie-ins. There shall be no valve boxes placed within the shared-use path. This relocation will take approximately 8 to 10 weeks. The 4” gas mains on Southern Blvd, Lake Ave and Gibbs Pond Road should be maintained in place, supported and protected if possible. However, there are some potential conflicts with the side street leaching basin systems which may require some gas main pipe offsets around the drainage structures. In the event of a gas main offset at leaching structures, National grid will require 1 week to complete the offset.

National Grid will adjust all gas valve boxes and anode test station boxes located within the project limits to proposed finished grade. National Grid will perform these adjustments during construction.

National Grid will abandon existing mains and laterals no longer needed. The main will be
abandoned in place in a manner acceptable to the State.
The above represents a preliminary assessment of utility relocation requirements during
development of the RFP documents. Final conflict will be based on plans developed by the
state’s Design-Build team.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the
  State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of
  Transportation to provide at the expense of the State, for adjustment to a municipally owned utility
  when such work is necessary as a result of State highway work. (Municipal Agreement required.)

- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of
  Transportation to participate in the necessary expenses incurred for adjustment of privately,
  publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation
  organized pursuant to the State Transportation Corporations Law. (Privately Owned Property
  Agreement or Reimbursement Agreement required.)

- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of
  Transportation, upon the request of a municipality, to perform for and at the expense of such
  municipality specified work to be included within a State-let contract. (Betterment Resolution
  required.)

- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of
  Transportation, upon the request of a public utility corporation, to perform for and at the expense
  of such public utility corporation specified work to be included within a State-let contract.

- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of
  Transportation to enter into an agreement to reimburse with public funds the owner for necessary
  expenses incurred as a result of this adjustment, or to replace the facilities in kind.

- The owner will develop and keep a record of costs in accordance with the New York State
  Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds
  participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part
  645, or as indicated below:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- [ ] Contract let by the Commissioner.
- [ ] Contract let by the Owner, (check applicable statement, i.e., a or b)
  - [ ] a. Best Interests of State.
  - [ ] b. Utility not sufficiently staffed or equipped.
- [x] By the Owner’s forces.

IV. **Betterment, Salvage, and Depreciation Credits Due the Project** (check appropriate boxes):

- [x] There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

- [ ] There is betterment described as follows:

- [ ] The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

- [ ] The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of $___________ to cover the cost of the betterment as described above.

- [ ] The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner’s responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.
VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)


☐ Contract documents:  
  - Contract number D900033  
  - PIN 0054.18  
  - Plan sheets No. TBD

☐ Owner’s plan sheets ________________________________

☐ Owner’s estimate sheets form No. ________________________________

☐ Resolution dated ______________________, by ________________________
  - Granting the State of New York authority to perform the adjustment for the owner.
  - Agreeing to maintain facilities adjusted via State-let contract.
  - Authorizing deposit of funds by the owner.

☐ Certification by the owner or his agent that he has the legal authority to enter into this agreement.

__________________________________________Regional Utilities Engineer
Christopher C. Williams  Title  Date

For NYSDOT Commissioner of Transportation
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

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<tr>
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<td>Reference # 5A</td>
</tr>
</tbody>
</table>

Project Description: NY 347 D-B Reconstruction: Terry Road to Gibbs Pond Road, Town of Smithtown, Suffolk County

necessitates the adjustment of utility facilities as hereinafter described, the owner, Suffolk County Water Authority (SCWA), of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the RFP documents Part 4 – Utilities Appendix A, and as based on preliminary plans, specifications, proposal, amendment(s) or change order(s).

Existing Facilities
Existing facilities presently located on State Right-of-Way as described in the RFP for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Suffolk County Water Authority has a 12” water main on NY Route 347 in the vicinity of the center median from east of Terry Road to Lake Ave. There are also 8”, 10” & 12” diameter water mains that run under Southern Blvd, Lake Ave and Gibbs Pond Road. Additionally there are services to businesses and residential properties fronting NY 347 and adjacent roadways to be improved, as well as 4” & 6” building water service lines crossing under NY Route 347 at various locations within the project corridor.

Project Effects
This project proposes to reconstruct NY 347 from east of Terry Road to east of Gibbs Pond Road, as well as potential approach improvements on Southern Boulevard, Lake Avenue and Gibbs Pond Road. This work is anticipated to include roadway widening, drainage, curbs, sidewalk, raised planted median, a shared use path, traffic signals and other appurtenances. The 12 inch water main on NY Route 347 in the vicinity of the center median from e/o Terry Road to Lake Avenue must be relocated to the north side of NY Route 347 by the Design-Builder utilizing a company acceptable to SCWA. This includes but is not limited to connecting distribution mains, all service connections, hydrants, valves, water meters, curb stops, water meter pits, sleeves and isolated offsets required to complete the highway improvements and restore the water system. All work shall be done in accordance with the standards and specifications of the Suffolk County Water Authority for water main work.

At least two (2) weeks prior to beginning any work related to the water main, the Design-Builder shall submit plans to the SCWA for review and approval. The Design-Builder shall not begin any water main work prior to obtaining approval for the work from the SCWA.

The above represents a preliminary assessment of utility relocation requirements during
development of the RFP documents. Final conflict will be based on plans developed by the state’s Design-Build team. It is anticipated that electric outages may be necessary during some construction activities.

II. **Financial Responsibility** (check appropriate boxes):

- ☐ The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

- ☑ Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement, if required.)

- ☐ Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)

- ☐ Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)

- ☐ Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.

- ☐ Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.

- ☐ The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

☑ Contract let by the Commissioner.

☐ Contract let by the Owner, (check applicable statement, i.e., a or b)

☐ a. Best Interests of State.
☐ b. Utility not sufficiently staffed or equipped.

☐ By the Owner’s forces.

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

☑ There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

☐ There is betterment described as follows:

☐ The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

☐ The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of $____________ to cover the cost of the betterment as described above.

☑ The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner’s responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation ofUtilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

A. Privately Owned Property Agreement executed prior to the performance of the work.
B. Municipal Agreement executed prior to performance of the work.
C. Reimbursement Agreement executed prior to performance of the work.
D. Such other agreement as approved by NYSDOT Office of Legal Affairs.
VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)


☐ Contract documents: Contract number D900033
  PIN 0054.18
  Plan sheets No. TBD

☐ Owner’s plan sheets __________________________________________

☐ Owner’s estimate sheets form No. ________________________________

☐ Resolution dated __________________ , by ________________________
  ☐ Granting the State of New York authority to perform the adjustment for the owner.
  ☐ Agreeing to maintain facilities adjusted via State-let contract.
  ☐ Authorizing deposit of funds by the owner.

☑ Certification by the owner or his agent that he has the legal authority to enter into this agreement.

__________________________
(Print/Type Name) Owner or Agent (Signature) Title Date

__________________________________________Main Office Utilities Engineer

Cathy Nusca Title Date
For NYSDOT Commissioner of Transportation
Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

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Project Description: NY 347 D-B Reconstruction: Terry Road to Gibbs Pond Road, Town of Smithtown, Suffolk County.

necessitates the adjustment of utility facilities as hereinafter described, the owner, Verizon, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the RFP documents Part 4 – Utilities Appendix A, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

Existing Facilities
Existing facilities presently located on State and local Right-of-Way, as described in the RFP for the proposed transportation project, are to be adjusted as follows: (describe type, size, capacity, location, etc.)
Verizon facilities within the project limits expected to be encountered include includes utility poles, overhead cables, aerial and underground service drops. Verizon underground cable or fiber installations include: 1) along NY 347 originating in the NE corner of Southern Blvd and crossing NY Route 347 runs approximately 2100’ on the south side to the east, 2) at the intersections of Lake Avenue and Gibbs Pond Road multiple pole to pole drops are utilized to span the intersection both east / west and north / south. Verizon owns approximately 33 of the 87 utility poles within the project limits.

Project Effects
This project proposes to reconstruct NY 347 from east of Terry Road to east of Gibbs Pond Road, as well as potential approach improvements on Southern Boulevard, Lake Avenue and Gibbs Pond Road. This work is anticipated to include roadway widening, drainage, curbs, sidewalk, raised planted median, a shared use path, traffic signals and other appurtenances. Based on Verizon records, facilities are present on a majority of the 54 LIPA poles and all of the Verizon poles within the project limits. It is anticipated that project widening will impact about 75% of all poles. The relocation of all utilities overhead facilities is anticipated to take 10 to 12 months. It will necessary for each of the utilities to work cooperatively with each other, the state and state’s Design-Build team in order to complete the relocation in this time frame. Should the underground conduits be impacted, offsetting of each conduit would require 1 to 2 weeks plus time for project coordination and utility design. Verizon shall be responsible for the relocation of their facilities, including restoration of any impacted service connections.

The above represents a preliminary assessment of utility relocation requirements during development of the RFP documents. Final conflict will be based on plans developed by the state’s Design-Build team.
II. **Financial Responsibility** (check appropriate boxes):

- ✔ The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

- ☐ Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)

- ☐ Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)

- ☐ Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)

- ☐ Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.

- ☐ Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.

- ☐ The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

  ______________________________________

  ______________________________________

  ______________________________________
III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

☐ Contract let by the Commissioner.

☐ Contract let by the Owner, (check applicable statement, i.e., a or b)

☐ a. Best Interests of State.
☐ b. Utility not sufficiently staffed or equipped.

☑ By the Owner’s forces.

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

☑ There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

☐ There is betterment described as follows:

☐ The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

☐ The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of $______________ to cover the cost of the betterment as described above.

☐ The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner’s responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

A. Privately Owned Property Agreement executed prior to the performance of the work.
B. Municipal Agreement executed prior to performance of the work.
C. Reimbursement Agreement executed prior to performance of the work.
D. Such other agreement as approved by NYSDOT Office of Legal Affairs.
VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)


☐ Contract documents:  Contract number D900033  
PIN 0054.18  
Plan sheets No. TBD

☐ Owner’s plan sheets  

☐ Owner’s estimate sheets form No.  

☐ Resolution dated _________________ , by ____________________  
☐ Granting the State of New York authority to perform the adjustment for the owner.  
☐ Agreeing to maintain facilities adjusted via State-let contract.  
☐ Authorizing deposit of funds by the owner.  

☑ Certification by the owner or his agent that he has the legal authority to enter into this agreement.

___________________________________________  Municipal Liaison Engineer  
Karl Wolf  
For Verizon  
Title  Date

__________________________________________  Regional Utilities Engineer  
Christopher C. Williams  
For NYSDOT Commissioner of Transportation  
Title  Date
The Design-Builder shall be subject to liquidated damages for failure to meet the Interim Completion Milestone Date in accordance with DB Section 108-5 for each calendar day in excess of the total number of calendar days provided in Table SCD-2 on Form SCD.

6.1.3 Impacts to Commercial Driveway Access

The Design-Builder shall be subject to liquidated damages for each calendar day that traffic is impacted, at each commercial driveway, in excess of the number of Commercial Driveway Access Impact Days indicated in Table SCD-3 on Form SCD.

6.2 EARLY COMPLETION BONUS

An Early Completion Bonus will be paid to the Design-Builder in the amount of $7,000.00 per day (2535 days maximum) for the number of days that all traffic is permanently transferred to its final configuration on ROADWAY(S), without any further lane restrictions, earlier than the Interim Completion Milestone Date. The Interim Completion Milestone Date will be established based on the proposed duration provided by the successful Proposer in Table SCD-2 on Form SCD and described in Part 1 – DB Agreement, Article 2.2 – Interim Completion Milestone Date.

In addition, an Early Completion Bonus will be paid to the Design-Builder in the amount of $5,000.00 per day (40 days maximum) for the number of days Project Completion is achieved earlier than the Project Completion Date. The Project Completion Date will be established based on the proposed duration provided by the successful Proposer in Table SCD-1 on Form SCD and described in Part 1 – DB Agreement, Article 2.3 – Project Completion Date.

In addition, a Commercial Driveway Bonus will be paid to the Design-Builder in the amount of $1,500.00 per day (100 days maximum) for a reduction in the number of Commercial Driveway Access Impact Days. The number of Commercial Driveway Impact Days will be established based on the proposed duration provided by the successful Proposer in Table SCD-3 on Form SCD. The Commercial Driveway Bonus is cumulative of all commercial driveways affected by the Work, such that early completion of one commercial driveway may be negated by exceeding the number of days bid on a subsequent commercial driveway.
MEDIAN BARRIER AESTHETIC TREATMENT
Aesthetic Treatment Single Slope
Concrete Half Section Barrier

Additional Concrete Simulated Stone Finish
Depth of Relief as per Construction Specifications for
New England Dry Stone.

Concrete Support Slab

Aesthetic Treatment Single Slope
Concrete Half Section Barrier

NOTE:

Certificate Plate and Threaded Nuts
Cast into Concrete Barrier.

NEW ENGLAND DRY STONE

FINISH GRADE

CONCRETE SUPPORT SLAB

WITH

CONTINUITY PLATE AND THREADED NUTS
CAST INTO CONCRETE BARRIER.

CONCRETE SUPPORT SLAB

ADDITIONAL CONCRETE SIMULATED STONE FINISH
DEPTH OF RELIEF AS PER
CONSTRUCTION SPECIFICATIONS FOR
NEW ENGLAND DRY STONE.