I-81 VIADUCT PROJECT - PHASE 1, CONTRACT 1

PIN 3501.90, Contract D900054

DB CONTRACT DOCUMENTS
REQUEST FOR PROPOSALS

PART 4

UTILITY REQUIREMENTS

Final June 17, 2022

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PART 4 - UTILITY REQUIREMENTS

4-1 SCOPE

This Part 4 - Utility Requirements provides information on the Design-Builder's overall responsibilities as they relate to existing and/or new utilities, the manner in which utilities are to be protected, relocated, upgraded, constructed or incorporated into the construction, and who will be responsible for the Work.

The Design-Builder's attention is directed to the fact that during the life of this Contract the owners and operators of utilities may make changes to their facilities. These changes may be made by the utility employees or by contract within the Project limits of, or adjacent to, this Contract and may involve temporary and/or permanent Work(s).

Potential utility conflicts shall be identified by the Design-Builder and brought to the attention of the Department and utility owners. Reference is made to the New York State Department of Transportation Highway Design Manual, and NYSDOT Standard Specifications and Construction Materials and all applicable NYSDOT Standards.

The Design-Builder shall abide by this Part 4. The Design-Builder shall also abide by and fulfill the requirements related to utility facilities or systems included in other Contract Documents.

This Part 4 applies to existing and proposed underground and overhead utilities.

The Design-Builder shall be responsible to verify all utility information provided and to coordinate with the utilities regarding any necessary modification to the Preliminary DB Utility Work Agreements (if provided) based on any new information and any further utility work required beyond that indicated in the Preliminary DB Utility Work Agreements (if provided).

If the Design-Builder’s design requires additional utility relocations beyond those identified in the Preliminary DB Utility Work Agreements presented in Appendix C, it is the responsibility of the Design-Builder to suggest revised Preliminary DB Utility Work Agreements in coordination with the utility owners and submit the revised Preliminary DB Utility Work Agreements to the Department for approval.

At points where the Design-Builder’s operations are adjacent to utilities, damage to which might result in considerable expense, loss, or inconvenience, Work shall not begin until all arrangements necessary for the protection thereof have been made by the Design-Builder and the utility owner. The Design-Builder shall cooperate with all utility owners (including owners of underground or overhead utility lines and owners of utilities attached to existing Department structures) in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement Work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted. See also DB §107-07 addressing Work near underground facilities.

4-2 GENERAL

The Department's interaction with Utilities located within the Highway Right Of Way (ROW) is governed by 17 NYCRR (Official Compilation of Codes, Rules and Regulations of the State of New York) Part 131.

The Department has notified all Utilities, pipeline owners, or other parties who seemingly are affected by the proposed construction based on the preliminary design plans and endeavor to have Preliminary DB Utility Work Agreements executed with potentially affected Utilities prior to the Award of the Contract.

The Design-Builder, in coordination with the Department's Project Manager (or his designee), shall meet with all the affected Utility owners or operators for the purpose of discussing the effect on the utility facilities and to agree on a plan to maintain, protect, relocate, reinstall, or other action that may be necessary for the work to progress.

Reference is made to General Obligations Law §11-102 which concerns the liability of a Utility for compensation for damages caused by interference with and/or delay of progress of work under a State public construction contract.

4-2.1 Utility Coordination

The Design-Builder shall coordinate its design and construction efforts with utility owners as set forth in Part 2 - General Provisions of the Contract. All design and construction work performed by the Design-Builder shall be coordinated with the utility owners, and shall be subject to the Preliminary DB Utility Work Agreements, utility standards and applicable provisions of the Contract Documents.

The Design-Builder shall notify the Department at least five working days in advance of each meeting with a utility owner's representative scheduled by the Design-Builder and shall allow the Department the opportunity to participate in each meeting. The Design-Builder shall also provide the Department with copies of all correspondence between the Design-Builder and any utility owner, within seven days after receipt or sending, as applicable.

4-2.2 Utility Coordination Manager

The Design-Builder shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be referred to as the Utility Coordination Manager. The Design-Builder's Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

A) Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents;

B) Identifying all existing utilities and coordinating any new utility installations;

C) Reviewing Department prepared proposed utility permit application packages and commenting on each permit application as related to the Design-Builder's utility relocation drawings;

D) Attending utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues;

E) Distributing all plans, conflict matrixes and changes that affect utility owners and making sure this information is properly coordinated;

F) Coordinating the execution and performance of Work required for any utility Work needed within the Project;

G) Preparing and coordinating the execution of Final DB Utility Work Agreements between the Design-Builder, Department, and utility owners;

H) Assisting with the resolution of utility conflicts;

I) Providing periodic Project updates to the Department's Project Manager as requested; and

J) Coordination with the Department on any issues that arise concerning reimbursement of utility work costs.

4-2.3 Utility Relocation Design

The Responsibility for design of relocations covered by a DB Utility Work Agreement (DB-HC140) shall be as set forth in each such DB Utility Work Agreement. The DB Utility Work Agreements shall allocate responsibility for the design of utility relocations that are subject to such DB Utility Work Agreements. The Design-Builder shall clearly indicate the allocation of responsibility for the design of utility relocations on the Utility Relocation Plans.

4-2.4 Scheduling Utility Relocation Work

The Design-Builder shall allow in its Baseline Progress Schedule and monthly updates, the time required for utility owners to accomplish the tasks and activities for which they are responsible, as specified in the Preliminary DB Utility Work Agreements (if applicable), Relocation Plans, and in this Part 4.

4-2.5 Utility Design and Construction Constraints

All utilities (whether designed and/or constructed by the Design-Builder or the utility owner) within the Project Limits that are to be newly installed temporarily or permanently, relocated or upgraded shall be placed in accordance with the NYSDOT's utility regulations and policies, unless otherwise approved by the Department.

For each relocation, or installation, the Design-Builder, in coordination with the utility owner, shall be responsible for verifying that the relocated utility, as designed and constructed, is compatible with and interfaces properly with the Project. The Design-Builder shall be responsible for protecting any and all utilities that must be protected in order to permit construction of the Project.

4-2.6 Standard of Care Applicable to Utility Work

The Design-Builder shall be responsible for complying with 16 NYCRR Part 753 ("Part 753"), and requesting mark outs for utilities that are not members of the One Call System as defined in Part 753. A list of known utility operators that are not members of the One Call System with facilities within the Project area is included in Appendix B. The Design-Builder shall carry out its work carefully, and skillfully, and shall support and secure utilities so as to avoid damage and keep them satisfactorily maintained and functional. The Design-Builder shall not move or remove any utility without the utility owner's written consent unless otherwise directed by the Department.

The Design-Builder shall be responsible for the cost of repair of any utilities damaged by the Design-Builder. In the event of any such damage, the Design-Builder shall notify the affected utility owners and the Department, and shall enter into an agreement with such utility owner allocating responsibility for design and construction of any such repairs, and the schedule for completing the repairs. All such repairs made by the Design-Builder shall be performed in a good and workmanlike manner. If the utility owner undertakes the repairs and the Design-Builder fails to make any required payment within 30 days after the repairs have been completed and the Design-Builder's receipt of the utility owner's invoice therefore, the Department will have the right to pay the utility owner from the Department's funds and/or deduct an amount sufficient to cover the cost from any moneys due or that may become due the Design-Builder under this Contract.

The Design-Builder shall include provisions for its obligations with respect to utilities in its Quality Control Plan.

4-2.7 Coordination with Utility Owners

The Design-Builder shall make diligent effort to obtain the cooperation of each utility owner as necessary for the project. If the Design-Builder becomes aware that a utility owner is not cooperating in providing needed work or approvals, the Design-Builder shall notify the Department immediately of such problem. After such notice, the Design-Builder shall continue to diligently seek to obtain the utility owner's cooperation, and the Department and Design-Builder each shall assist the other party as reasonably requested by such other party with regard to the problem.

4-3 AFFECTED UTILITIES

4-3.1 Design-Builder's Responsibilities

With respect to utilities for which the Department has identified a specific utility owner and conflict, the Design-Builder's responsibilities shall include:

A) Verifying utility locations;

B) Identifying potential conflicts not previously identified;

C) Coordinating and/or designing/constructing utility relocations and/or new utilities and the protection of existing utilities in accordance with this Part 4 and any additional requirements of the utility owner(s) as set forth in the relevant Preliminary DB Utility Work Agreement(s) included in Appendix C hereto; and

D) Preparing and coordinating the execution of Final DB Utility Work Agreements between the Design-Builder, Department, and utility owners.

With respect to any unknown utilities that are subsequently identified by the Design-Builder, the Design-Builder shall be responsible for identifying the ownership of each facility or line identified which requires either relocation or protection, and for all those responsibilities set forth in A through D, above; provided, however, that with respect to item C, the Design-Builder shall be responsible for negotiating and entering into a DB Utility Work Agreement with the Department and the Utility Owner for such previously unknown utilities and/or utilities for which no owner had been previously identified, and the Design-Builder's responsibilities in item C shall apply with respect to each such DB Utility Work Agreement.

4-4 COORDINATION REQUIREMENTS

The Design-Builder shall make diligent effort to obtain the cooperation of each utility owner as necessary for the Project. If the Design-Builder becomes aware that a utility owner is not cooperating in providing needed work or approvals, the Design-Builder shall notify the Department immediately of such situation. After such notice, the Design-Builder shall continue to diligently seek to obtain the utility owner's cooperation, and the Department and Design-Builder each shall assist the other party as reasonably requested by such other party with regard to the situation.

The Design-Builder shall provide information as required and maintain close coordination with the Department and utility owners to achieve timely relocations, new installations and new service connections necessary as part of the Design-Builder's design and construction.

4-4.1 Prior Department Actions

The Department has coordinated its efforts with all known utility owners and has:

A) Developed a contact list;

B) Identified potential utility conflicts; and

C) Developed Preliminary DB Utility Work Agreements as set forth in Appendix C hereto.

4-4.2 Design Builder's Coordination Requirements

The Design-Builder shall be responsible for coordination with utility owners. It is important that Utility Owners be kept informed of the Design-Builder's activities and schedule. In addition to satisfying any requirements set forth in applicable Governmental Rules and Standards, including but not limited to Part 753, the One-Call notification requirements referenced in DB § 107-07, and in any DB Utility Work Agreements that may have been executed, the Design-Builder shall undertake the following activities, which have been identified by the Department as important to utility owners:

A) Keep utility owners well informed of construction schedules and notify the utility owners at least twenty-four hours in advance of any work in the vicinity of the utility owners' facilities, that will not impact service;

B) Keep utility owners well informed of changes that affect their facilities;

C) In addition to any required notice, give the utility owners a minimum of 48 hours notice of potential impacts to service, unless longer notification times are specified elsewhere in this Part 4 or any DB Utility Work Agreements that may have been executed;

D) Ensure utility owners are involved in making the decisions that affect their own facilities and services;

E) Cooperate with the utility owners to solve relocation/installation issues to the extent that such relocations/installations are consistent with the Design-Builder's Scope of Work as otherwise set forth in the Contract Documents and without causing the Department to incur any unnecessary expense to the Project, or causing the utility owners to incur unnecessary expense;

F) Act diligently in continuing the positive relationship that the Department has developed with the utility owners; and

G) Coordinate with those utility owners who perform their own work by scheduling adequate time to accomplish their work.

In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Design-Builder shall promptly notify the proper authority regarding the restoration of service. If any essential service (including water, gas, electric fiber-optic, cable, telephone or other utility) is interrupted, the Design-Builder shall provide continuous

repair Work until the service is restored. No Work shall be undertaken around fire hydrants until provision for service has been approved by the local fire authority.

4-4.3 Design Reviews

The Design-Builder shall invite affected utility owners to participate in all pertinent Design-Builder's and Department's Design Reviews (see Part 3, Section 5).

Some utility owners may design and/or construct any required utility relocations and revisions for their utilities. The Design-Builder shall be required to incorporate these utility designs into its own design prior to the Design Review.

4-4.4 Meetings and Coordination

The Design-Builder shall schedule meetings with each utility owner, the Design-Builder and the Department. These meetings are for the purpose of reviewing all items related to the utility Work, including all items which affect the Baseline Progress Schedule, the time required to procure construction material and the period of time utility service may be curtailed. These meetings will also be used to reach concurrence on the number and extent of known affected utility lines or issues, to discuss the possible elimination of conflicts, to establish the methods to be used at each specific location and procedures for addressing conflicts discovered during design and/or construction.

The Design-Builder shall jointly schedule at least monthly utility meetings with the Department or their duly authorized representative to discuss project progress, issues, and planned work for all phases of utility work including design and construction. These meetings shall include the Design-Builder's and the Department's personnel with responsibilities for utilities. The Design-Builder and the Department will jointly develop the agenda for these meetings. The Design-Builder shall be responsible for providing meeting facilities unless otherwise agreed. The Design-Builder shall keep minutes of the coordination meetings and distribute copies of the minutes to participants, including representatives of utility owners (even if not present) who have facilities in the areas reviewed, within five working days after the meeting date.

4-5 STANDARDS AND REFERENCES

The Design-Builder shall perform the utility work in accordance with the Contract Requirements, including this Part 4, the applicable Standards, Codes and Manuals listed in Part 3 – Project Requirements and the standards required by the various utility companies affected by the work.

The Design-Builder shall obtain clarification of any unresolved ambiguity prior to proceeding with design or construction.

The Department will make available to the Design-Builder upon request all information obtained from utilities, pipeline owners, and other parties that the Department has notified concerning the proposed construction. Such information will be considered Reference Documents.

4-6 DESIGN BUILDER RESPONSIBILITIES

The Design-Builder shall be responsible for coordinating its design and construction work with utility work as indicated herein, consistent with and subject to the terms and conditions set forth in DB §104.

The Design-Builder shall identify and resolve all utility conflicts, and shall coordinate the construction, relocation, removal and/or protection of each affected utility with the applicable utility owner. If the Design-Builder discovers utilities not identified in Appendix A of this Part 4 that are affected by the construction, the Design-Builder shall immediately suspend construction operations at the site affected by such utility and shall notify the Department within 24 hours of discovery of such previously unknown utilities. The Design-Builder and the Department shall cooperate in identifying and notifying the utility owner.

4-6.1 Cost of Temporary Relocations

The Design-Builder shall be responsible for the cost of temporary utility relocations, including the cost of obtaining temporary easements, necessary to accommodate its own construction operations and/or methods, other than temporary relocations that are necessary for the construction of the Project permanent works.

4-6.2 Relocation Permits

Where the Design-Builder is performing utility relocation construction Work, the Design-Builder shall obtain utility permits, roadway permits and work permits and comply with all applicable utility regulations. If the Design-Builder has reasonable cause to believe that a utility owner does not have necessary approvals, or is in violation of the approvals, the Design-Builder shall notify the Department immediately after discovery.

4-6.3 Point of Contact

The Design-Builder shall coordinate, cooperate and work with the contact person designated by the utility owner. Table A-1 in Appendix A of this Part 4 presents contact details by utility owner.

4-6.4 Instructions and Authorizations

The Design-Builder shall be responsible for obtaining specific written instructions and authorization from the utility owner, for any design or construction the Design-Builder performs on behalf of the utility owner, and for verifying that they are consistent and compatible with the Design-Builder's design.

4-6.5 Verification of Utility Locations and Marking of Locations in the Field

The Design-Builder shall be responsible for verifying the exact location of each affected utility on the Project regardless of the information that has been provided by the Department or the utility owner.

The Design-Builder shall comply with NYCRR 16 Part 753 to mark utility locations.

4-6.6 Components of Utilities

The Design-Builder shall consider necessary appurtenances to each utility facility (such as the utility source, guide poles, feeder service lines, supports, etc.) as part of the utility.

4-6.7 Utility Owner's Right to Inspect

The utility owner has the right to inspect the work on its facilities that is to be performed by the Design-Builder.

4-6.8 Design-Builder-Caused Changes to Utility Owner Work

If the utility owner maintains responsibility for the design and/or construction and the Design-Builder revises the conditions, the Design-Builder shall be responsible for the costs and schedule delays related to the change.

4-6.9 Abandoned Utilities

Unless otherwise directed by the Department, and the utility owners, the Design-Builder shall remove abandoned utilities and utilities proposed for abandonment within the New York State Department of Transportation's Right Of Way. Any work to remove or abandon in place any utilities shall be considered “Incidental Utility Work” and subject to the provisions of DB §104-04.B.7(e).

4-6.10 Quality Control

The Design-Builder shall provide Quality Control for all the utility relocation work, performed by the Design-Builder, in accordance with Part 3, Sections 5 and 6.

4-6.11 Changes to Design

All changes to designs that have received the Department's or utility owner's consultation and written comment and/or utility owner’s approval shall be dealt with in accordance with Part 3, Section 5, including obtaining the Department's and utility owner's consultation and written comment and/or approval for the change.

4-6.12 Design-Builder Design and/or Construction

The Design-Builder shall be responsible for the utility relocation design and/or construction as provided in Part 2 - General Provisions. The Utility Work set forth in Appendix A and the Preliminary DB Utility Work Agreements set forth in Appendix C (if any) indicate the allocation of responsibility between the Design-Builder and the identified utility owners for relocation design and/or construction of the utility facilities. Subject to Part 2 - General Provisions, Design-Builder is responsible for all relocation costs and the Contract Price includes the price for such Work.

4-6.13 Design Review

The Design-Builder shall submit its utility relocation plans to the Department's Design Quality Assurance Engineer and to the utility owner for work performed by the Design-Builder, for consultation and written comment. See also Part 3, Section 5. The Design-Builder shall include in their schedule 30 calendar days for each design unit submission for consultation and written comment by the agencies.

4-6.14 Construction Record

The Design-Builder shall maintain a record of the design and construction activities of all utility facilities that have been performed by the Design-Builder, and have been designed and released for construction after Notice to Proceed. Individual files shall include a record of the following information:

A) Design Plans that have been reviewed by the utility owner and received consultation and written comment by the Department;

B) Notification of construction dates;

C) Record of meetings with utility owner;

D) Signature of utility owner inspector on Design Plans (optional);

E) Record of utility owner inspector present at any time;

F) Any revisions to the Design Plans;

G) Dates of construction completion;

H) All other as-built requirements stipulated in this Part 4;

I) Any executed Final DB Utility Work Agreements (three-party agreements).

4-6.15 Utility Damage Reports

In the event that the Design-Builder damages an existing utility, the Design-Builder shall complete a utility damage report within 24 hours of damage and submit it to the Department. The Design-Builder shall report any utility facilities damaged immediately to the utility owner and the Department. The Design-Builder is responsible for developing a utility damage report form to use in the event a utility is damaged. The report shall be submitted to the Department's Project Manager. The following information shall be included:

A) Utility Damage Information

1. Exact location;

2. Date and time of incident;
3. Date and time reported;
4. The weather the day of incident;
5. Description of the incident;
6. Who the damage was reported to;
7. Who the damage was repaired by;
8. Representative digital color photographs.

B) Utility Owner Information

1. Utility owner;
2. Utility owner contact;
3. Time utility owner was contacted.

C) Locator Information

1. Locator service;
2. Date of locate request;
3. Locate expiration date;
4. Locate log number;
5. If damaged utility line was marked;
6. Distance from damage to mark.

D) Design-Builder Information

1. Name of supervisor;
2. Name of foreman;
3. Name of witness.

E) Signatures

1. Design-Builder's supervisor;
2. Utility owner;
3. Locator service.

4-6.16 Protection of Utility Facilities

The Design-Builder shall prepare a protection plan for all utility facilities to be left in place and protected. The Design-Builder shall also obtain written approval of the plan from each utility owner of the specific facility to be protected.

4-6.17 Utility Relocation Master Plan

The Design-Builder shall coordinate with the utilities to prepare a utility relocation master plan after the Design Builder has advanced the Project design sufficiently to clearly define utility impacts. The Design Builder shall update the plan at least quarterly throughout the duration of

the Contract. Updates shall be submitted to the Department for consultation and written comment.

4-6.18 Betterments

The Preliminary DB Utility Work Agreements set forth in Appendix C, if any, address any Betterments that have been agreed to by the Department and utility owners whose facilities are subject to a DB Utility Work Agreement.

If the Department agrees to the addition of any Betterments to the Work with respect to facilities covered by the DB Utility Work Agreements, the Department will issue a Change Order pursuant to DB §104-02 with respect thereto. The Design-Builder shall not be entitled to an increase in the Contract Price with respect to any Betterments except as allowed under DB §104-04.B.3 and this DB §104-04.B.4.

If any utility owners whose facilities are subject to a Preliminary DB Utility Work Agreement request that the Design-Builder design or construct Betterments that are not addressed in the relevant Preliminary DB Utility Work Agreement, the Design-Builder shall be solely responsible for any Betterments that the Design-Builder agrees to provide that are not addressed in the relevant Preliminary DB Utility Work Agreement. Some utility owners with whom the Design-Builder and the Department will be entering into a DB Utility Work Agreement may request Betterments to their facilities as a result of required relocations of their lines. The costs of any such Betterments shall be resolved between the Department, the Design-Builder and the utility owners in their respective DB Utility Work Agreements. The forms of DB Utility Work Agreements attached hereto as Appendix C, if any, provide a template provision addressing agreed upon Betterments. The Department shall have no responsibility, actual or implied, with respect to any Betterments, and all Betterments shall be subject to the Department's permitting process.

4-7 DESIGN AND APPROVAL OF THE UTILITY RELOCATION PLANS

After the Design-Builder has advanced the Project design sufficiently to clearly define utility impacts, the Utility Relocation Plans shall be prepared by the Design-Builder. If the utility owner is preparing the design, the Design-Builder and the Department shall review the Utility Relocation Plans to be sure that they are consistent with the Design-Builder's design. Upon review by the utility owner and the Design-Builder, and consultation and written comment by the Department, the utility relocations may be constructed. Any subsequent revisions to the Utility Relocation Plans will require the review of the affected utility owner and the Department's consultation and written comment.

4-8 SUBMITTALS

4-8.1 Design

All design Work shall be coordinated between the utility owners and the Design Builder. If the relocation plans are to be developed by the Design-Builder, the Design-Builder shall furnish to the Department prior to the start of construction of each utility relocation, Utility Relocation Plans and Project Specifications completed to the levels of design and stages of design development and reviewed and certified per Part 3, Section 5.

Designs prepared by the utility owner shall be reviewed and approved by the Design-Builder and receive the Department's consultation and written comment, for consistency and compatibility with the Design-Builder's design. Prior to construction, the Department will review all designs, whether by the Design-Builder or the utility owner.

4-8.2 Construction

The Design-Builder shall provide two sets of As-Built Utility Relocation Plans to the Department and each utility owner for utility relocation work constructed by the Design-Builder. The Design-Builder should also reflect in the As-Built plans any work that is performed by the utility companies within the project limits. The As-Built Utility Relocation Plans shall comply with As-Built requirements stipulated in the Department's Utility Standards and shall include any utilities abandoned and not removed. The As-Built Utility Relocation Plans shall be part of the Project As-Built Plans.

4-9 DB UTILITY WORK AGREEMENTS

4-9.1 General

If Preliminary DB Utility Work Agreements have been executed, they will be identified in *Part 4 – Utility Requirements*.

Utilities which may be impacted by the Project have been identified in *Part 4 – Utility Requirements*.

If Preliminary DB Utility Work Agreements have not been executed and included in the Contract Documents, the Department, in conjunction with the Design-Builder, shall negotiate with each affected utility for Relocation of the utility’s facilities after Award and enter into a DB Utility Work Agreement. The Design-Builder agrees to cooperate as reasonably requested by the Department in pursuing and executing DB Utility Work Agreements after Award, including attendance at negotiation sessions and review of DB Utility Work Agreements. The Department and the Design-Builder shall exercise due diligence and good faith efforts in coming to an agreement with each affected utility. Each DB Utility Work Agreement shall be executed by the Department, the Design-Builder and the Utility Owner. The Design-Builder shall remain responsible for the coordination between itself and the utility owner after DB Utility Work Agreements have been executed in order to maintain the Project schedule.

Issues to be addressed in the DB Utility Work Agreements may include the following:

A) Responsibility for design and/or construction of the relocations;

B) Design requirements and construction specifications;

C) Betterments, including the approach to determining whether an item is a betterment;

D) Notifications to the involved parties;

E) Review of designs and/or cost estimates by the Utility or the Design-Builder, including timeliness;

F) Emergency response actions and timing;

G) Limitations on timing of construction or interruption of service;

H) Damage repair;

I) Inspections and testing by the Utility and/or Design-Builder;

J) Approvals (including provisions for early start of construction); and

K) Payment for relocation.

If a utility owner requests the Design-Builder to design and/or construct a Betterment, or advises the Design-Builder that the utility owner intends to design and construct a Betterment, the Design-Builder shall promptly analyze the impact of such Betterment on the Baseline Progress Schedule and notify the Department if it appears the Betterment may affect the Critical Path. The Design-Builder shall use its best efforts to negotiate arrangements with the utility owner that avoid potential Critical Path impacts.

4-9.2 Utilities Not Covered by DB Utility Work Agreements

If public or private utility lines or pipelines or other appurtenances are encountered during the course of the Work, which may be impacted by the Work, and which are not covered by an existing DB Utility Work Agreement, the Design-Builder shall immediately suspend construction operations at the site of the utility in question. The Design-Builder shall then provide the Department with a written assessment of the potential impacts to the Utilities and Contract Work, including options, time impacts, schedule impacts, and a proposed action plan. Construction Operations at the site of the utility in question shall remain suspended until such time that the Department and utility owner negotiate an agreement for the required action, or the Department provides written authorization allowing Work to proceed without such an agreement. Subject to DB §104-04.B, the Design-Builder will not be allowed adjustments for delays or extra expense with respect to any such suspension.

4-10 DELIVERABLES

Unless otherwise indicated, all deliverables shall be submitted in both electronic format and hardcopy format. Acceptable electronic formats include Microsoft Word®, Microsoft Excel®, Bentley MicroStation version V8, or searchable portable document format (PDF) files, unless otherwise indicated.

At a minimum, the Design-Builder shall submit the items listed in Table 4.9-1 to the Department.

Table 4.9-1 – Deliverables

Deliverable	Number of Copies		Submittal Schedule
	Hardcopy	Electronic	
Utility Tracking Report	3	1 (PDF)	Weekly until Physical Completion.
Utility Design Sheet	3	1 (PDF)	Two days prior to initial meeting with utility owner
DB Utility Work Agreements	2	1 (PDF)	Seven days after construction of the utility identified

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 advanced utility coordination with the utility companies listed below.

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

Utility Owner	Contact	Contact #	E Mail
National Grid-Electric	Erick Rogemoser	585-415-2980	rogemoser@nationalgrid.com
Verizon of NY	Mike Clark	315 -937-2458	Michael.j.clark@verizon.com
Firstlight	Don Maugiri	585-259-9722	DMaugiri@firstlight.net
Crown Castle Fiber	Nicole Walker	(585) 697-5130 Cell-(585) 721-9188	nicole.walker@crowncastle.com
National Grid - Gas	Laura Dancer	(516) 325-8317	laura.dancer@nationalgrid.com
Charter Communication	Steven Jones	315-634-6128 Cell-315-591-1543	Steven.jones2@charter.com
Onondaga County Water Authority	Pat Sherlock	315-455-7061 x-3131	psherlock@ocwa.org
Onondaga County Water and Environment Protection	Shannon Harty	315-960-6287	ShannonHarty@ongov.net

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 of New York Inc.

Verizon existing aerial facilities are in the following locations:

- Verizon's aerial telephone is located going across I-81 on the north side of South Bay Road bridge.
- Along Manlius Center Road

Verizon underground telephone is located in the following locations:

- Under I-481 at Thompson Road
- Under I-481 at Totman Road
- Under I-81 at Church Road
- Along Myers Road

A-2.1.2 First Light

Existing aerial telecommunications lines located at the following locations:

- Under the I-481 bridges at East Manlius Street

A-2.1.3 Crown Castle

Existing aerial telecommunications lines located at the following locations:

- Under the I-481 bridges at East Manlius Street

A-2.1.4 Charter Communications

Existing aerial Cable TV plant located at the following locations:

- Under the I-481 bridges at East Manlius Street

Aerial cable TV lines are located in the following areas:

- I-81 crossing, approx. 1800 feet north of South Bay Bridge near Sutton Drive
- I-81 - on north side of South Bay Bridge over I-81
- Manlius Center Road under the I-481 Bridge

Underground cable TV lines are located in the following locations:

- Thompson Rd (west side) under I-481
- Totman Rd (east side) under I-481
- Church Rd (south side) under I-81

A-2.2 Electric

A-2.2.1 National Grid

National Grid has aerial facilities at the following locations on I-481:

- I-481 SB - crossing over I-481 at Manlius Center Rd
- I-481 NB/SB (crossing under bridge at rail yard)
- I-481 NB/SB-H6B 18+00 crossing highway (2 transmission lines)
- I-481 NB/SB-H6B 61+85 crossing highway
- I-481- Thompson Road (West side) over I-481
- I-481- Totman Road under I-481
- I-481 NB - H8 107+50 (3 transmission lines)

National Grid has aerial facilities at the following locations on I-81:

- I-81 - 1660 ft North of South Bay Rd crossing both NB & SB
- I-81 - North of South Bay Bridge
- I-81- Just North of E Pine Grove Rd

A-2.3 Natural Gas

A-2.3.1 National Grid

National Grid has gas facilities in the following areas:

- I-81 just north of E. Pine Road
- Under I-481 at Thompson Road

A-2.4 Other Utilities

A-2.4.1 Onondaga County Water and Environment Protection (OCWEP)

- Located at various areas throughout Interstate 481 near the northern interchange
- Located south of the South Bay Road intersection with I-481

A-2.5 Utility Service Connections

List any utility services / connections of concern.

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.

A-3.1 Telecommunications

A-3.1.1 Verizon of New York

Verizon will relocate their aerial telephone plan under the East Manlius Street bridge because it conflicts with the proposed bridge widening. Verizon will put their line underground in conduit under the I-481 bridge along East Manlius Street. This work will take Verizon 60 days to complete.

A-3.1.2 Charter Communications

Charter will relocate their aerial telephone plan under the East Manlius Street bridge because it conflicts with the proposed bridge widening. Charter will make their aerial line underground under the I-481 bridge along East Manlius Street. This work will take Charter 30 days to complete.

A-3.1.3 First Light

First Light will relocate their aerial telephone plan under the East Manlius Street bridge because it conflicts with the proposed bridge widening. First Light will put their line underground under the I-481 bridge along East Manlius Street. This work will take First Light 30 days to complete.

A-3.1.4 Crown Castle

Crown Castle will relocate their aerial telephone plan under the East Manlius Street bridge because it conflicts with the proposed bridge widening. Crown Castle will put their line underground under the I-481 bridge along East Manlius Street. This work will take Crown Castle 30 days to complete.

A-3.2 Electric

A-3.2.1 National Grid Electric

National Grid will relocate 2 poles 25 feet away from the bridge and underground facilities between the poles that go under the I-481 bridge over CSX. This work will take National Grid 3 weeks to complete.

A-3.3 Natural Gas

A-3.3.1 National Grid

No utility relocations anticipated.

A-3.4 Water

A-3.4.1 Onondaga County Water Authority

No utility relocations anticipated.

A-3.4.2 Other Utilities

A-3.4.3 Other Utility Company Name

Describe any relocations of other utilities to be performed by the utility(ies), including time frames and other requirements.

A-4 UTILITY RELOCATIONS BY THE DESIGN-BUILDER

The Design-Builder shall be responsible for coordinating the relocation of all utility services which are impacted by the Project, including the maintenance and protection of those utilities not listed below, participation in all meetings, preparing minutes of meetings, performing plan reviews, ground preparation, performing survey and markout required for utility relocations as well as excavating test pits as necessary to facilitate resolution of design utility conflict tables to final conflict resolution tables. The following sections describe the anticipated Work to be performed and coordination required with each utility owner.

A-4.1 Telecommunications

A-4.1.1 Verizon

No utility relocation work anticipated.

A-4.1.2 Charter Communications

No utility relocation work anticipated.

A-4.2 Electric

A-4.2.1 National Grid

No utility relocation work anticipated.

A-4.3 Natural Gas

A-4.3.1 National Grid

No utility relocation work anticipated.

A-4.4 Other Utilities

A-4.4.1 First Light

No utility relocations anticipated.

A-4.4.2 Crown Castle

No utility relocations anticipated.

A-4.4.3 Onondaga County Water and Environment Protection

No utility relocations anticipated.

A-5 DESIGN BUILD UTILITY DOCUMENTS

The Design-Builder shall provide documentation regarding the coordination and locations of the impacted utilities to the Department's Project Manager, and the Department's Project Manager shall coordinate with Regional Utility Engineer. The required documents are: utility conflict/resolution table with proposed locations, utility plans, and Special Note of Utility Coordination.

The documentation shall be used to secure the Final DB Utility Work Agreements (DB-HC140) with each impacted utility company and any required Municipal Agreements.

APPENDIX B NON-PARTICIPATING AGENCIES

The Design-Builder shall be aware that the following agencies which are not participants in the One-Call System may have facilities located within the project limits:

- The New York State Department of Transportation

Contact information, known facilities, and required lead times are indicated in the Table B-1 on the following page. The Design-Builder shall contact each of these agencies to obtain mark-outs of their facilities.

This page intentionally left blank.

Table B - 1: Contact Information for Non-Participating Agencies

Agency	Callout Contact	Contact PH#	Contact E-mail	Known Facilities	Required Lead Time for mark out
NYSDOT	Ryan Meagher	315-428-4064	ryan.meagher@dot.ny.gov	electrical, communications	7 days minimum

This page intentionally left blank

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REF. # 1A
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 3501.90	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Onondaga
Contract No.: D900054	

Project Description: Interstate 81 Viaduct Contract 1, Onondaga 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 and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

Existing Facilities (describe type, size, capacity, location, etc.)

Existing underground electric distribution system that crosses I-481 at the CSX rail yard.

presently located on **Private** Right-of-Way
(indicate State, County, City, Town, Village, Private, etc.)
as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

National Grid shall relocate 2 poles that conflict with the proposed work. National Grid will move the two said poles twenty feet back (away from the bridge) from their existing pole locations and replace the existing underground distribution lines that are located between the two existing poles with (2) four-inch conduit lines encased in concrete. National Grid will complete this work by December 31st, 2022.

for an estimated $ TBD

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.

UTILITY WORK AGREEMENT

REF. # 1A

VI. **References**

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

☐ Federal Highway Administration's Federal-Aid Policy Guide Part 645.

☒ Contract documents : Contract number D900054
PIN **3501.90**
Plan sheets No:.

☐ 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.

Matthew Barnett	Matthew T. Barnett	Vice President, NY Electric Operations	6-6-22
(Print/Type Name)Owner or Agent	(Signature)	Title	Date

Sherman M. Lane	Sherman M. Lane	Main Office Utilities Engineer	6/8/2022
Main Office Utility Engineer For the NYSDOT Commissioner of Transportation		Title	Date

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REF. # 2A
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 3501.90	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Onondaga
Contract No.: D900054	

Project Description: Interstate 81 Viaduct Contract 1, Onondaga County.

necessitates the adjustment of utility facilities as hereinafter described, the owner,

Verizon of New York (VNY) , 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 and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

Existing Facilities (describe type, size, capacity, location, etc.)

Existing aerial telephone lines along Manlius Center Road located under the Interstate 481 overpass.

presently located on **State** _____Right-of-Way
(indicate State, County, City, Town, Village, Private, etc.)
as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Verizon will replace their existing aerial telephone lines under the Interstate 481 over Manlius Center Road to an underground line which will be placed in conduit. This telephone line will run between the poles on the east and west sides of the I-481 bridge. Verizon will complete this work by December 31st, 2022.

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.

UTILITY WORK AGREEMENT

REF. # 2A

VI. **References**

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

☐ Federal Highway Administration's Federal-Aid Policy Guide Part 645.

☒ Contract documents : Contract number D900054
PIN **3501.90**
Plan sheets No:.

☐ 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.

Michael J. Clark	Michael J. Clark	O&M Engineer	5/13/22
(Print/Type Name)Owner or Agent	(Signature)	Title	Date

Sherman M. Lane	Sherman M. Lane MAIN OFFICE	~~Regional~~ Utilities Engineer	6/1/2022
MAIN OFFICE ~~Regional~~ Utility Engineer		Title	Date

For the NYSDOT Commissioner of Transportation

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REF. # 3A
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 3501.90	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Onondaga
Contract No.:	

Project Description: Interstate 81 Viaduct Contract 1, Onondaga County.

necessitates the adjustment of utility facilities as hereinafter described, the owner,

Charter Communications ,

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 and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

Existing Facilities (describe type, size, capacity, location, etc.)

Existing aerial communication lines along Manlius Center Road located under the Interstate 481 overpass.

presently located on _____**State**_____Right-of-Way
(indicate State, County, City, Town, Village, Private, etc.)
as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Charter Communications will replace their existing aerial communication lines under the Interstate 481 over Manlius Center Road to an underground line which will be placed in conduit. The conduit run will go between the poles on the east and west sides of the I-481 bridge. Charter Communications will complete this work by December 31st, 2022.

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.

UTILITY WORK AGREEMENT

REF. # 3A

VI. References

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

☐ Federal Highway Administration's Federal-Aid Policy Guide Part 645.

☒ Contract documents : Contract number D900054
PIN **3501.90**
Plan sheets No:.

☐ 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.

John Bubb		Construction Manager, CNY	6/1/22
(Print/Type Name)Owner or Agent	(Signature)	Title	Date

SHERMAN M. LANE	Sherman M. Lane	Main Office Utilities Engineer	6/2/2022
Main Office Utility Engineer For the NYSDOT Commissioner of Transportation		Title	Date

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REF. # 4A
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 3501.90	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Onondaga
Contract No.: D900054	

Project Description: Interstate 81 Viaduct Contract 1, Onondaga County.

necessitates the adjustment of utility facilities as hereinafter described, the owner,

First Light

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 and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

Existing Facilities (describe type, size, capacity, location, etc.)

Existing aerial fiber optic lines along Manlius Center Road located under the Interstate 481 overpass.

presently located on **State** _____Right-of-Way
(indicate State, County, City, Town, Village, Private, etc.)
as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

First Light will replace their existing aerial fiber optic lines under the Interstate 481 over Manlius Center Road to an underground line which will be placed in 4" HDPE conduit. Conduit will be installed by directional boring. The conduit will go underground between National Grid Poles "NG34" on the West side of the I-481 bridge to pole numbered "NG37" located on the East side of the I-481 bridge. First Light will than remove the aerial fiber optic line that is in conflict located between the two said poles which will be roughly 408 feet. First Light will complete this work by December 31st, 2022.

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.

UTILITY WORK AGREEMENT

REF. # 4A

VI. **References**

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

☐ Federal Highway Administration's Federal-Aid Policy Guide Part 645.

☒ Contract documents : Contract number D900054
PIN **3501.90**
Plan sheets No:.

☐ 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.

Dustin Farber		Manager, OSP Engineering Permits	4/18/2022
(Print/Type Name)Owner or Agent	(Signature)	Title	Date

Sherman M. Lane	Sherman M. Lane	Main Office Utilities Engineer	5/25/2022
Main Office Utility Engineer For the NYSDOT Commissioner of Transportation		Title	Date

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REF. # 5B
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 3501.90	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Onondaga
Contract No.: D900054	

Project Description: Interstate 81 Viaduct Contract 1, Onondaga County.

necessitates the adjustment of utility facilities as hereinafter described, the owner,

Crown Castle ,

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 and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

Existing Facilities (describe type, size, capacity, location, etc.)

Existing aerial fiber optic lines along Manlius Center Road located under the Interstate 481 overpass.

presently located on **State** Right-of-Way
(indicate State, County, City, Town, Village, Private, etc.)
as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Crown Castle will replace their existing aerial fiber optic lines under the Interstate 481 over Manlius Center Road to an underground line which will be placed in conduit. This line will go between the two poles on the East and West side of the I-481 bridge. Crown Castle will complete this work by December 31st, 2022.

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.

UTILITY WORK AGREEMENT

REF. # 5B

VI. **References**

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

☐ Federal Highway Administration's Federal-Aid Policy Guide Part 645.

☒ Contract documents : Contract number **D900054**
PIN **3501.90**
Plan sheets No:.

☐ 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.

Nicole L. Walther	[signature]	NCM	6/13/22
(Print/Type Name)Owner or Agent	(Signature)	Title	Date

Regional ~~Main Office~~ Utility Engineer	Regional ~~Main Office~~ Utilities Engineer	6/19/22
For the NYSDOT Commissioner of Transportation	Title	Date

APPENDIX D INDICATIVE UTILITY PLANS