SUPERSTRUCTURE (4) AND BRIDGE (3) REPLACEMENTS AT VARIOUS LOCATIONS IN REGION 9

DESIGN-BUILD PROJECT

PIN 9806.82, Contract D900020

Request for Proposals

Addendum #2

September 30, 2014
Modification to the Request for Proposals
SUPERSTRUCTURE (4) AND BRIDGE (3) REPLACEMENTS
AT VARIOUS LOCATIONS IN REGION 9
Design-Build Project
PIN 9806.82, Contract D900020

General Instructions

Delete Page B-1 of the DB Contract Documents, Instruction to Proposers, Appendix B, and substitute the attached revised Page B-1.

Delete Page C-2 of the DB Contract Documents, Instruction to Proposers, Appendix C, and substitute the attached revised Page C-2.

Delete the first page from Form FP of the DB Contract Documents, Instruction to Proposers, Appendix E, and substitute the attached revised first page from Form FP.

Note that the ITP-Editable Forms Word file is updated. With the exception of Form FP, the forms of either the previous version, or the Addendum #2 version, are acceptable.

Delete Page G-8 of the DB Contract Documents, Instruction to Proposers, Appendix G, and substitute the attached revised Page G-8.

Delete Page 14 of the DB Contract Documents, Part 1, DB Agreement, and substitute the attached revised Page 14.

Delete Page 169 of the DB Contract Documents, Part 2, DB Section 100, and substitute the attached revised Page 169.

Delete Page 170 of the DB Contract Documents, Part 2, DB Section 100, and substitute the attached revised Page 170.

Delete Page 40 of the DB Contract Documents, Part 3, Project Requirements, and substitute the attached revised Page 40.

Delete Page C-3 and beyond of the DB Contract Documents, Part 4, Utility Requirements and substitute the attached revised Page C-3 and beyond.

No other provision of the solicitation is otherwise changed or modified.
B1.0 GENERAL INSTRUCTIONS

This ITP Appendix B provides the general instructions and establishes the content and formatting requirements for the Administrative Submittal, Volume 1, of each Proposal.

Each Proposer shall submit the Administrative Submittal required pursuant to this ITP Appendix B, organized, separated and labeled in accordance with the checklist in Table B.

The administrative submittals shall be limited to the page limitations (if any) specified for that submittal in this ITP Appendix B. All the forms referenced in this ITP Appendix B are provided in ITP Appendix E unless otherwise noted. Each sheet shall be 8.5” by 11” and printed double sided, unless otherwise stated below. Text shall be in a standard font, a minimum of ten points in height, single-spaced.

Volume 1 shall consist of the following major elements:

A) Proposer’s offer, and
B) Information, certifications and documents (including required forms).

Unless indicated on a specific Form, the supplied Forms are not to be altered. Any Form found to be altered may, at the discretion of the Department’s Contract Management Bureau, be removed from the Proposal before evaluation. In addition:

- Photographs or external web links are not to be included in the Forms.
- All required information must be contained in the Forms.
- Additional lines or pages only allowed when indicated on the Form

B2.0 CONTENTS OF VOLUME 1

B2.1 Proposer’s Offer

Provide a firm offer to the Department valid for the period stated in ITP Section 2.9.1, using the Form of Proposal (Form FP, Appendix E). The offer shall be executed by the Proposer or by its legally authorized representative. If the Proposer is a joint venture or a partnership, the offer shall be executed by all joint venture members or all general partners, as applicable.

Submit the Appendix to Form of Proposal (Form FP(A), Appendix E).

Upon award, the selected Proposer’s offer (Form FP), including the Appendix thereto (Form FP(A)), will be incorporated into the Contract as Part 9.

B2.2 Proposer Information, Certifications and Documents

B2.2.1 Proposer Information

Provide a detailed description of the legal structure of the entity submitting the Proposal (i.e. the Proposer).

B2.2.2 Changes in Proposer’s Organization

Provide Form RFC approved by the Department for any change to the Proposer’s organization as represented in the Proposer’s SOQ. Attached to each approved Form, the Proposer shall provide a written description (two pages maximum) of the change(s) approved in the Form.
C2.0 MANAGEMENT APPROACH

The Proposer should submit, as its Management Approach Submittal in the Technical Proposal, initial plans relating to management aspects of the Project, as described in ITP Appendix A, Section A12.1.2. Each initial plan should outline the key features of that particular aspect and how it will be addressed during the Contract. Each initial plan should be capable of being developed during the early stages of the Contract into a full comprehensive plan for that aspect in accordance with the requirements of the Contract Documents.

The initial plans and documents that are to be submitted as part of the Management Approach Submittal are described in Section C2.1 Initial Project Management Plan Components the following sections of this ITP Appendix C.

A) Section C3.1 Initial Project Management Plan Components (Part 3 - Project Management)

B) Section C3.2 Initial Baseline Progress Schedule (Part 2 - DB §108).

In the above list, references in parenthesis relate to the Contract Document requirements for the relevant plan after Contract award. The Proposer may refer to these references for assistance in understanding the requirements for the initial plans.

C2.1 INITIAL PROJECT MANAGEMENT PLAN COMPONENTS

The Proposer should include in the Technical Proposal the following components of the Project Management Plan:

A) Initial Overall Design-Build Organizational Plan;

B) Initial Design Management Plan;

C) Initial Construction Management Plan (For the Base Project and for the Base Project plus the Option); and

D) Initial Quality Plan.


C2.1.1 Initial Overall Design-Build Organizational Plan

The Proposer should include a narrative describing the organizational arrangements it intends to implement for quality, safety, design and construction to achieve the Project’s goals. The organizational arrangements described should clearly identify responsibilities and reporting lines of staff, particularly relating to Key Personnel. The narrative should include a review of the Proposer’s assessment of the roles that the Key Personnel shall take in the Proposer’s organization.

The Proposer should provide an organization chart (on an 11”x17” sheet of paper), illustrating the Proposer’s Key Personnel and their prospective roles and responsibilities, as well as other principal participants and any known Subcontractors having a material role in the Project’s design Work, design check Work and construction Work and construction inspection work. The Proposer should provide resumes (maximum of two 8.5” x 11” pages per person) for all personnel listed in the organization charts.
**FORM FP - FORM OF PROPOSAL**

Form FP shall be filled out by the Proposer only or by each Principal Participant if the Proposer is a Joint Venture and does not have a Federal ID Number and a New York State Vendor ID Number.

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TO NEW YORK STATE DEPARTMENT OF TRANSPORTATION (THE “DEPARTMENT”):

The undersigned proposes to design and construct this Project in accordance with the Part 1 - Design-Build Agreement, Part 2 - Design-Build Section 100, Part 3 - Project Requirements and all other Contract Documents and certifies to furnish and deliver all the materials and to do all work and labor required for the design and construction and other identified activities for the Superstructure and Bridge Replacements in R9, Suffolk County in the counties of Broome, Tioga, and Delaware, at the prices stated in the Schedule of Prices (Form SP). The undersigned also certifies that the undersigned has examined the Site and the RFP, including Parts 1 through 9 inclusive of the Contract Documents before submitting the Proposal and is satisfied as to the requirements therein. As further consideration for the award of this Contract, the undersigned agrees to the following terms, conditions and acknowledgments:

**SECTION 1.** To execute the Contract and to furnish Contract security, as specified in Contract Documents Part 2, DB Section 103-3 and Appendix (Part 1)A to this Form FP within the time period prescribed in Section 5.0 to the Instructions to Proposers, and failing to do so, to forfeit the accompanying check or Proposal Bond to the Department as liquidated damages, and the Department may proceed to award the Contract to others.

**SECTION 2.** To commence Work promptly following the effective date of the Notice to Proceed, and to complete the Work by the milestone dates and completion deadlines specified in the Contract Documents.

**SECTION 3.** To furnish a performance bond and a payment bond in the amount specified in the RFP for the full, complete and faithful performance of this Contract.

**SECTION 4.** The undersigned declares that it is the only entity or party interested in the Proposal as principal and that its officers, employees, subsidiaries or parent corporations (check appropriate box following):
“Project Superintendent” means the Design-Builder’s on-site designated representative who oversees the construction of the Design-Build Contract, including directing and coordinating the activities of the Design-Builder’s workforce and all subcontractors, ensuring that the work progresses according to schedule, and ensuring that material and equipment are delivered to the site on time, etc.

“Proposal” means a proposal submitted by a Proposer in response to the RFP, including any revisions thereto. If the RFP requests submittal of best and final offers, the term “Proposal” means the best and final offer submitted by the Proposer, including any revisions thereto.

“Proposal Bond” means the security furnished with a Proposal to guarantee that the Proposer will enter into the Contract if the Proposer’s Proposal is accepted and satisfies all other conditions of Award.

“Proposal Due Date” means the date specified in the ITP on which the Proposal is due to the Department’s Designated Representative.

“Proposal Information” means the documents so designated in the ITP and submitted to the Department by the Proposer/Design-Builder in accordance with the ITP that will be included in the Contract Documents. The Proposal Information is part of the Quality Proposal.

“Proposer” means a Person on the Shortlist.

“Proposer’s Representative” means an individual authorized to bind a Proposer who is designated in writing by the Proposer (in the Proposer’s SOQ or other written notice to the Department’s Designated Representative) as the Proposer’s sole point of contact for the purposes of communications with the Department during the procurement of this Project.

“Qualified Costs” means 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. Examples of qualified costs (subject to limitations of any other contract stipulations such as limits on hourly rates or not to exceed Government travel rates) can include the following:

- Compensation of employees time charges related to preparation of the Proposal;
- Cost of materials acquired, consumed, or expended related to preparation of the Proposal;
- Cost of equipment utilized related to preparation of the Proposal;
- Travel expenses incurred related to preparation of the Proposal.

“Quality Assurance” means the Department’s process of forming an acceptance decision to ensure the Design-Builder’s design and construction, including the workmanship and materials incorporated into the Project, are in accordance with the Contract requirements. The QA process includes all the planned and systematic Oversight actions that provide the Department with confidence that the Design-Builder is performing QC in accordance with the Quality Control Plan, that all Work complies with the Contract and that all Materials incorporated in the Work, all Equipment, and all elements of the Work will perform satisfactorily for the purpose intended. Quality Assurance includes, but is not limited to, monitoring and verification of design through auditing, spot-checking and participation in the review of the design, and monitoring and verification of construction, manufacturing/process facilities and equipment, on site equipment and QC documentation through auditing, spot inspections and Verification Sampling and testing.
Builder or any of its Subcontractors or agents.

Notwithstanding the foregoing, the Department reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

Such obligation does not extend to those suits, actions, damages, and costs of every name which arise out of the sole negligence of the Department, the State of New York, 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 of the Project, or any Department consultants or contractors working relative to the Project, their agents, or their employees.

ARTICLE 19. LIQUIDATED DAMAGES

Time is an essential element of the Contract, and it is important that the Work be pursued vigorously to completion. The public is subject to detriment and inconvenience when full use of infrastructure cannot be made because of an incomplete Project.


Notwithstanding other terms set forth in the Contract Documents, the limit of the Design-Builder’s liability for liquidated damages, lane rental charges, or engineering charges arising from Design-Builder’s performance or non-performance of any Work under the contract Documents shall not exceed $1,500,000

ARTICLE 20. INDEPENDENT CONTRACTOR.

The Design-Builder Agrees to the terms as an Independent Contractor described in Part 2, DB Section 107-1(b).

ARTICLE 21. NO CONFLICT OF INTEREST

The Design-Builder hereby agrees that this Contract has been secured without any apparent or real conflict of interest that would (1) compromise the integrity and fairness of the procurement process; (2) create circumstances where the Design-Builder obtained or appeared to obtain an unfair competitive advantage; or (3) compromise the interests of the Department and the People of the State of New York.

The Design-Builder further agrees that the Contract was secured without collusion or fraud and that neither any officer nor employee of the Department of Transportation has or shall have a financial interest in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof. (See also §139-a and §139-b of the State Finance Law referred to in the Standard Specifications which are made a part of this contract.)

ARTICLE 22. FEDERAL REQUIREMENTS

This Contract is a Federal-aid contract. Please refer to Appendix B for the required 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)). See also Article 5 regarding the precedence of the federal requirements to the rest of the Contract Documents.
F) Delays due to any industry-wide labor boycotts, strikes, picketing, or similar situations, as differentiated from jurisdictional disputes or labor actions affecting a single or small group of Subcontractors or suppliers;

G) Delays due to any industry-wide shortages of supplies or material required by the Contract, as differentiated from delays in delivery by a specific or small group of suppliers;

H) Delays and/or Damage by Occurrence as described in DB Section 107-26.2, other than heavy storms or climatic conditions which could generally be anticipated by the Design-Builder;

I) The time required to restore the Work to its original state where damage to the Work occurred from causes beyond the control of the Design-Builder;

J) Discovery of Hazardous Materials of a type, quantity or location that differs materially from the type, quantity or location of Hazardous Materials identified in the RFP or the Contract Documents as potentially present at the Site, to the extent allowed under DB §104-4.3 and for which the Design-Builder is not otherwise responsible under DB §§ 104-4.3 and 107-16;

K) Discovery of Environmental Resources or Cultural Resources not identified in the RFP or the Contract Documents, to the extent allowed under DB §107-9.3;

L) Differing site conditions, subject to the limitations specified in DB §104-5;

M) Significant changes in the character of the Work, to the extent allowed under DB §104-3.2, and Necessary Basic Configuration Changes, to the extent allowed under DB §104-4.1.2;

N) Changes in the scope of Work occurring as a result of a Change in Law, to the extent allowed under DB §104-4.5; or

O) Any situation which was beyond the contemplation of the parties at the time of entering into the Contract.

The Contract Time, as extended, for one or more of the reasons listed in DB §108-6(A) through DB §108-6(O), shall then be in full force and effect as though it were the original Contract Time. The notice, recordkeeping and other requirements of DB §§104-4, 104-5 and 104-6, as applicable, and DB §§104-7 and 109-10.1(H)(1)-(3), shall apply with respect to any request to adjust the Contract Time. The Department will have no liability and no adjustment will be made for any damages which accrued more than 10 days prior to the filing of such a notice.

In all cases where an extension of time is warranted under this DB §108-6, the extension shall be negotiated and addressed in an Order on Contract. Delays incurred by seasonal and weather limitations, localized labor actions and shortages of supplies or materials, and other situations which should be anticipated are not eligible for extensions.

In cases where the Work has been unduly delayed by the Design-Builder because of unwarranted reasons, inefficient operation, or for any other reason for which the Department determines the Design-Builder to be liable, no time extension will be allowed. The Department may grant a time extension at its sole discretion. However, such time extension shall in no way relieve the Design-Builder from liability for Liquidated Damages in accordance with DB §108-5 or for charges for engineering charges associated with Quality Assurance of design and
construction activities or other charges, and shall not serve to modify the Contract Time established in the Contract. Reasonable time necessary for Design Reviews, for changes or additions to the Work to meet field conditions which do not adversely affect the Design-Builder’s ability to meet the Contract Deadlines, for delays incurred by seasonal and weather limitations, for localized labor actions and shortages of supplies or material, for utility relocations, and for other situations which should be anticipated are neither compensatory nor eligible for extensions of any Contract Deadlines, except as expressly authorized hereunder. Design-Builder agrees to make no monetary request for, and has included in its Proposal Price, any extra/additional costs, any delays, inefficiencies or interferences in the performance of the Contract caused by or attributable to the reasons described in this paragraph.

The adjustment to the Contract Deadlines allowed under this DB §108-6 constitutes Design-Builder’s sole and exclusive remedy for such delays, except for the compensation allowed for certain types of delays pursuant to DB §§109-10 or 109-15.1.

DB 108-7 SUBCONTRACTING OR ASSIGNING THE CONTRACT

Unless indicated otherwise in a Project Labor Agreement, the Design-Builder shall perform Work, including construction and design work, with a value of at least 51% of the Contract Price with its own forces. Work performed by Design-Builder’s joint venture members, subcontractors, subconsultants and their affiliates is considered work with the Design-Builder’s own force. However, the Design Firm cost, the Construction Inspection cost, and the Materials Testing cost will be excluded from the calculation of the 51%.

At the pre-work conference, the Design-Builder shall submit a list of intended Subcontractors and vendors. In addition, the Design-Builder will be required to update the list of Subcontractors and vendors as the Work progresses so that the Department will have, at all times, a current and accurate list of Subcontractors along with the Work that they perform and vendors along with the items that they supply. The required forms for the submission of Subcontractor information will be supplied by the Department.

In the solicitation of Subcontractors and vendors to perform Work under this Contract, prior to entering into any commitments for subcontracting or for purchase or leasing of supplies, material or equipment, the Design-Builder shall refer to the following, then current publication to solicit participation of DBEs, MBEs, or WBEs. The Design-Builder is required to consider Subcontractors from the list of certified DBE firms that can be accessed via a link on the following Department website: https://www.dot.ny.gov/main/business-center/civil-rights/general-info/dbe-certification. The Design-Builder shall also consider subcontractors from the Directory of Minority and Women’s Business Enterprises published by the New York State Department of Economic Development. Requests for acceptance of Subcontractors shall be submitted to the Department’s Project Manager on the appropriate form. Subcontractors will not be approved by the Department until such time as they are registered with the New York State Department of State.

Pursuant to 23 CFR Section 635.116, the Department cannot impose minimum subcontracting requirements or goals other than those necessary to meet the self performance criteria or the DBE program requirement, as found at DB §102-9.

The Design-Builder shall not enter into any Subcontract, nor allow any of its Subcontractors to enter into a Subcontract, without first notifying the Department of the proposed Subcontractor and proposed scope of work to be performed by the Subcontractor, at least 10 days in advance.
F) Bearings: Design and location of bearings shall provide for maintenance, accessibility and future replacement. **Jacking** for steel superstructures, **jacking points** with sufficient capacity (full dead load and live load) to allow the superstructure to be lifted for bearing replacement under live load shall be provided. The plans shall include the location of the jacking points and the jacking loads.

G) Earth Retaining Structures and Abutments (Option only): The Design-Builder shall determine the location(s) and types of earth retaining structures and abutments. Wall type selection and design by the Design-Builder shall meet all applicable Project Requirements. All earth retaining structures shall be designed for seismic events. Wingwalls shall be considered as part of the retaining walls. All walls including abutments shall have the same architectural facing treatment. Gabion and crib walls are not permitted.

H) Foundations (Option only): The Design-Builder shall calculate settlements for the different founding conditions along the bridge. Settlements likely to occur during construction shall be calculated separately from long term settlements.

I) Drainage: Drainage requirements are outlined in Section 17 of these Project Requirements.

10.4 DEMOLITION REQUIREMENTS

10.4.1 Scope

The Design-Builder shall demolish and remove the existing bridge superstructures, abutments, foundations, and pavement within the Project Limits in a safe and environmentally acceptable manner.

The demolition of the existing Bridge shall include all existing superstructure elements and all substructure elements to two feet below final grade elevation or in accordance with environmental permitting. Where new foundations are placed at the locations of existing foundations the existing foundations shall be removed to the extent needed to construct the new foundations.

The Design-Builder shall test for the presence of Hazardous Materials in all structures to be disturbed to ensure the handling, removal and disposal is done in accordance with all applicable laws and standards.

The abatement of all Hazardous Materials shall be completed to the greatest extent possible prior to any demolition taking place unless a legal variation from related laws, rules and regulations can be obtained.

The Design-Builder shall perform all Work with care so that any materials that are to remain in place, or that are to remain the property of the Department shall not be damaged. If the Design-Builder damages any materials that are to remain in place or which are to become or to remain the property of the Department, the damaged materials shall be repaired or replaced in a manner satisfactory to the Department at no cost to the Department.

The Design-Builder shall ensure that no aspects of the Works have a detrimental effect on public safety or the environment.
New York State Department of Transportation

New York State Electric & Gas (NYSEG) Preliminary DB Utility Work Agreement
Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

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<th>Project Identification No.: PIN 9806.82</th>
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<td>ROW Declaration No.: N/A</td>
<td>Map Nos.: N/A</td>
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<td>Parcel Nos.: N/A</td>
<td>County of: Delaware</td>
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**Project Description:** Superstructure & Bridge Replacements in Region 9 Design-Build Project

Site(s): Replace three NYS Route 97 Bridges over Peas Brook or its Tributary (BIN 1035450, 1035460, 1035470) in Town of Hancock, Delaware County

necessitates the adjustment of utility facilities as hereinafter described, the owner, New York State Electric & Gas (NYSEG), 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.

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

Utility has aerial poles and electric lines near the three NYS Route 97 bridges, which will be replaced, as shown in attached marked up preliminary plan sheets.

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.)

**Relocation:** NYSEG anticipates relocating the identified number of pole(s) and lines at each of the three NYS Rte 97 sites as shown in attached marked up plan sheets

**Assumption:** Utility relocations will be a single move; Relocation will be placed on NYSDOT ROW (no utility easement required); Utility will perform non project specified tree removal with no more than 12 – 12” diameter trees considered in estimated timeframe

**Prerequisites:** Project Award (Final Design Complete and Final Utility Agreement completed), set of Final Project Design Plans, Stake Out of ROW in a few locations, Project specified tree removal near utility relocations

**Timeframe:** With 4 (four) weeks notification of prerequisite completion, NYSEG will take 5 months (engineering, permitting, material acquisition and installation) to relocate the subject lines.

for an estimated $ Not Applicable for this non reimbursable relocation
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 D900020
  PIN980682
  Plan sheets No. Attached
- 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

For NYSDOT Commissioner of Transportation Title Date
Anticipated Relocation

- 3 Poles Anticipated
- Utility to Perform non specified Project tree Removal

Pre-Requisites for Relocation
- Mark out of Row
- Project Specified Tree Removal
- Final Design
Anticipated Relocation

- 1 pole
- utility to perform non-project specified tree removal

Pre-requisite for Relocation

- Project specified tree removal
- Final Design
Preliminary Plan

Anticipated Relocation

- 3 Poles
- Utility to Perform Non-Project Specified Tree Removal
- Excludes Acquisition of an Easement

Pre Requisite for Relocation

- Mark out of ROW
- Project Specified Tree Removal
- Final Design
Verizon Preliminary DB Utility Work Agreement

To be provided by Addendum
Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

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<td>Parcel Nos.: N/A</td>
<td>County of: Delaware</td>
</tr>
<tr>
<td>Contract No.: D900020</td>
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Project Description: Superstructure & Bridge Replacements in Region 9 Design-Build Project  
Site(s): Replace three NYS Route 97 Bridges over Peas Brook or its Tributary (BIN 1035450, 1035460, 1035470) in Town of Hancock, Delaware 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 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.

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

Utility has aerial communication lines near the three NYS Route 97 bridges, which will be relocated as shown in attached marked up preliminary plan sheets.

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.)

Relocation: Verizon anticipates relocating to the jointly owned poles placed by NYSEG at each of the three NYS Rte 97 sites as shown in attached marked up plan sheets.  
Assumption: Utility relocations will be a single move; Relocation will be placed on NYSDOT ROW (no utility easement required); NYSEG will perform tree removal; Relocations will require new communication line and as such two months are included in relocation duration for acquisition.

Prerequisites: Project Award (Final Design Complete and Final Utility Agreement completed); Set of Final Project Design Plans; NYSEG relocation completion; Project specified tree removal near utility relocations; Possible stake out of ROW in a few locations

Timeframe: With 4 (four) weeks notification of prerequisite completion, Verizon will take 5.5 months (engineering, permitting, material acquisition and installation) to relocate the subject lines.

for an estimated $  Not Applicable for this non reimbursable relocation
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.

☒ 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 ____________________________
                          PIN ____________________________
                          Plan sheets No. __ (Attached)

☐ 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.

[Signature]

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

[Signature]

Marvin Ferreran  Main Office/Regional Utilities Engineer  9/22/14

For NYSDOT Commissioner of Transportation  Title  Date