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

PIN 9806.82, Contract D900020

DB CONTRACT DOCUMENTS
PART 4
UTILITY REQUIREMENTS

Final August 27, 2014
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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 and brought to the attention of utility owners. Reference is made to Chapter 13 of the New York State Department of Transportation Highway Design Manual, and NYSDOT Standard Specifications and Construction Materials Sections 659-664 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.

4.2 GENERAL

Utilities that may be affected by the Project and the disposition of those utilities are shown in Appendix A. The Design-Builder shall be responsible for resolving any and all utility conflicts that may arise on the Project, except as otherwise specified.

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; and

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; and
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 § 107-15, 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 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.
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 DB § 111).

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.

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 §104-4.2.7(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 DB §§ 111 and 112.

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 DB §111, 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 DB §111.

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 [New York State Department of Transportation](https://www.dot.state.ny.us)'s 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 such DB Utility Work Agreements.

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 [Department](https://www.dot.state.ny.us)-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 [DB](https://www.dot.state.ny.us)-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 DB §111.

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 DELIVERABLES

Unless otherwise indicated, all deliverables shall be submitted in both electronic format and
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**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Number of Copies</th>
<th>Submittal Schedule</th>
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<tbody>
<tr>
<td></td>
<td>Hardcopy</td>
<td>Electronic</td>
</tr>
<tr>
<td>Utility Tracking Report</td>
<td>3</td>
<td>1 (PDF)</td>
</tr>
<tr>
<td>Utility Design Sheet</td>
<td>3</td>
<td>1 (PDF)</td>
</tr>
<tr>
<td>DB Utility Work Agreements</td>
<td>2</td>
<td>1 (PDF)</td>
</tr>
</tbody>
</table>
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

Tables A-1 through A-5 list the utility companies with facilities located on, under or above the Project roadways and/or structures:

Table A-1 Utility Contacts – BIN 1095350

<table>
<thead>
<tr>
<th>Utility Owner</th>
<th>Contact</th>
<th>Contact #</th>
<th>E Mail</th>
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<tbody>
<tr>
<td>No Utilities Present</td>
<td>-</td>
<td>-</td>
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Table A-2 Utility Contacts BIN 1034970

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<tr>
<th>Utility Owner</th>
<th>Contact</th>
<th>Contact #</th>
<th>E Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frontier Comm.</td>
<td>Roger Shackelton</td>
<td>(607) 336-4048</td>
<td><a href="mailto:Roger.Shackelton@frontiercorp.com">Roger.Shackelton@frontiercorp.com</a></td>
</tr>
<tr>
<td>NYSEG Elec.</td>
<td>Rick Rhodes</td>
<td>(607) 762-5691</td>
<td><a href="mailto:RLRhodes@nyseg.com">RLRhodes@nyseg.com</a></td>
</tr>
<tr>
<td>Time Warner</td>
<td>Jeffrey Colbert</td>
<td>(607) 327-1760</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Table A-3 Utility Contacts BIN 1095160

<table>
<thead>
<tr>
<th>Utility Owner</th>
<th>Contact</th>
<th>Contact #</th>
<th>E Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verizon</td>
<td>Kenneth Dukes</td>
<td>(607) 432-9901</td>
<td><a href="mailto:kenheth.e.dukes@verizon.com">kenheth.e.dukes@verizon.com</a></td>
</tr>
<tr>
<td>NYSEG – Elec.</td>
<td>Paul Blakelock</td>
<td>(607) 762-5682</td>
<td><a href="mailto:PCBakelock@nyseg.com">PCBakelock@nyseg.com</a></td>
</tr>
<tr>
<td>Time Warner</td>
<td>Jeff Bohne</td>
<td>(607) 644-0025</td>
<td><a href="mailto:jeff.bohne@twcable.com">jeff.bohne@twcable.com</a></td>
</tr>
</tbody>
</table>

Table A-4 Utility Contacts BIN 1023190

<table>
<thead>
<tr>
<th>Utility Owner</th>
<th>Contact</th>
<th>Contact #</th>
<th>E Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verizon</td>
<td>David Comer</td>
<td>(607) 734-0279</td>
<td><a href="mailto:david.r.comer@verizon.com">david.r.comer@verizon.com</a></td>
</tr>
<tr>
<td>NYSEG – Elec.</td>
<td>Rick Rhodes</td>
<td>(607) 762-5691</td>
<td><a href="mailto:RLRhodes@nyseg.com">RLRhodes@nyseg.com</a></td>
</tr>
</tbody>
</table>
Table A-5 Utility Contacts BIN 1035450, 1035460, 1035470

<table>
<thead>
<tr>
<th>Utility Owner</th>
<th>Contact</th>
<th>Contact #</th>
<th>E Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verizon</td>
<td>James Moore</td>
<td>(845) 794-2149</td>
<td><a href="mailto:james.moore@verizon.com">james.moore@verizon.com</a></td>
</tr>
<tr>
<td>NYSEG</td>
<td>Tim Kilpatrick</td>
<td>(607) 431-9122 x452</td>
<td><a href="mailto:TPKilpatrick@nyseg.com">TPKilpatrick@nyseg.com</a></td>
</tr>
</tbody>
</table>

A-2  UTILITY INVENTORY

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

A-2.1  BIN 1095350

No utilities present.

A-2.2  BIN 1034970

A-2.2.1  Telecommunications

A-2.2.1.1  Frontier Communications
Frontier Communications has overhead facilities that are south of the structure.

A-2.2.1.2  Time Warner Cable
Time Warner Cable has overhead facilities that are south of the structure.

A-2.2.2  Electric

A-2.2.2.1  New York State Electric and Gas
NYSEG has overhead facilities that are south of the structure.

A-2.3  BIN 1095160

A-2.3.1  Telecommunications

A-2.3.1.1  Verizon
Verizon has overhead facilities to the north side and east side of the structure.

A-2.3.1.2  Time Warner Cable
Time Warner Cable has overhead facilities to the north side and east side of the structure.
A-2.3.2 Electric
A-2.3.2.1 New York State Electric and Gas
NYSEG has overhead facilities to the north side and east side of the structure.

A-2.4 BIN 1023190
A-2.4.1 Telecommunications
A-2.4.1.1 Verizon
Verizon has overhead facilities at this structure.

A-2.4.2 Electric
A-2.4.2.1 New York State Electric and Gas
NYSEG has overhead facilities that are north of the structure.

A-2.5 BINs 1035450, 1035460, and 1035470
A-2.5.1 Telecommunications
A-2.5.1.1 Verizon
Verizon has overhead facilities in the project area.

A-2.5.2 Electric
A-2.5.2.1 New York State Electric and Gas
NYSEG has overhead facilities in the project area.

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 BIN 1035450, 1035460, 1035470
A-3.1.1 Telecommunications
A-3.1.1.1 Verizon
Verizon has overhead facilities in the project area that will need to be relocated to build the wing walls of the new bridges.

The Design-Builder should provide 4 weeks’ notice to Verizon with an estimated 5.5 month...
relocation duration (engineering, permitting, materials acquisition and installation) by Verizon.

Verizon durations assume the following: 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.

A-3.1.2 Electric

A-3.1.2.1 New York State Electric and Gas

NYSEG has overhead facilities in the project area that will need to be relocated to build the wing walls of the new bridges.

The Design-Builder should provide 4 weeks’ notice to NYSEG with an estimated 5 month relocation duration (engineering, permitting, materials acquisition and installation) by NYSEG.

NYSEG durations assume the following: 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.

A-4 UTILITY RELOCATIONS BY THE DESIGN-BUILDER

None 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:

- None
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APPENDIX C PRELIMINARY DB UTILITY WORK AGREEMENTS

No Preliminary DB Utility Work Agreements have been prepared in connection with this project.

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 Electric & Gas (NYSEG) Preliminary DB Utility Work Agreement
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:

<table>
<thead>
<tr>
<th>Project Identification No.:</th>
<th>PIN 9806.82</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.A. Project No.:</td>
<td>N/A</td>
</tr>
<tr>
<td>ROW Declaration No.:</td>
<td>N/A</td>
</tr>
<tr>
<td>Map Nos.:</td>
<td>N/A</td>
</tr>
<tr>
<td>Parcel Nos.:</td>
<td>N/A</td>
</tr>
<tr>
<td>County of:</td>
<td>Delaware</td>
</tr>
<tr>
<td>Contract No.:</td>
<td>D900020</td>
</tr>
</tbody>
</table>

**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, 10355470) 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.

1. **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.

Mitchel Glover       Mitchell Glover      Eng. Surv.  8/18/14
(Print/Type Name)Owner or Agent (Signature)       Title       Date

Marvin Fetterman       Main Office/Regional Utilities Engineer  8/21/14
For NYSDOT Commissioner of Transportation       Title       Date
Preliminary Plan

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

- I 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

LEGEND

- Approximate cut line
- Approximate fill line
- Dashed line for location and designation

AS BUILT REVISIONS
DESCRIPTION OF WORK:
NYS RTE 87 OVER PEA BROOK
BRIDGE RECONSTRUCTION PROJECT
S.A. 8464

SIGNATURE:
DATE:
COUNTY: DELAWARE

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER ANY ITEM IN ANY WAY. IF AN ITEM BEARIN THE STAMP OF A LICENSED PROFESSIONAL, OR ALTERS THE ALTERED DRAWINGS, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

DELTA
DESIGN-CONSTRUCTION-ENGINEERING

PROJECT NO. 101250350
CONTRACT NO. 50-04
DRAWING NO. 1
SHEET NO. 1

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 9
DOCUMENT ISSUED: 03/23/00