



CASHLESS TOLLING

TA 19-1, Contract D800002

DB CONTRACT DOCUMENTS

PART 4

UTILITY REQUIREMENTS

FINAL February 14, 2019

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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 site(s) 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 Authority and utility owners. Reference is made to Chapter 13 of the New York State Department of Transportation Highway Design Manual, and Standard Specifications and Construction Materials Sections 659-664.

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 utility work required. It is the Design-Builder's responsibility to engage the utility and come to an agreement.

4.2 GENERAL

Utilities that may be affected by the Project and the potential locations of those utilities that the Design-Builder may impact, utilize or avoid are shown in Part 7 – Engineering Data, Sections 9, 13 and 20. 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, utility standards and applicable provisions of the Contract Documents.

The Design-Builder shall notify the Authority 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 Authority the opportunity to participate in each meeting. The Design-Builder shall also provide the Authority 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 and shall be identified in the Design-Builder's Organization Chart required in the Proposal. 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) Attending utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues;
- D) Distributing all plans, conflict matrixes and changes that affect utility owners and making sure this information is properly coordinated;
- E) Coordinating the execution and performance of Work required for any utility Work needed within the Project;
- F) Preparing and coordinating the execution of Final DB Utility Work Agreements between the Design-Builder, Authority, and utility owners;
- G) Assisting with the resolution of utility conflicts;
- H) Providing periodic Project updates to the Authority's Project Manager as requested; and
- I) Coordination with the Authority 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 Authority.

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 Authority.

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 Authority, 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 Authority will have the right to pay the utility owner from the Authority'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 accepted 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 Authority immediately of such problem. After such notice, the Design-Builder shall continue to diligently seek to obtain the utility owner's cooperation, and the Authority and Design-Builder each shall assist the other party as reasonably requested by such other party with regard to the problem.

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

4.3 AFFECTED UTILITIES

4.3.1 Design-Builder's Responsibilities

With respect to utilities for which the Authority 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), if applicable, included in Appendix C hereto; and
- D) Preparing and coordinating the execution of Final DB Utility Work Agreements between the Design-Builder, Authority, 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 Authority 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.

4.3.2 Prior Authority Actions

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

- A) Developed a contact list;
- B) Identified potential utility conflicts;
- C) Identified Electric facilities available on Thruway ROW;
- D) Identified Fiber Optic locations and availability on Thruway ROW.

4.3.3 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 Authority 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 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 Authority 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 Authority 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.

4.3.4 Design Reviews

The Design-Builder shall invite affected utility owners to participate in all pertinent Design-Builder's and Authority'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.

4.3.5 Meetings and Coordination

The Design-Builder shall schedule meetings with each utility owner, the Design-Builder and the Authority. 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 Authority 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 Authority's personnel with responsibilities for utilities. The Design-Builder and the Authority 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.

4.4 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.

4.5 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 Authority within 24 hours of discovery of such previously unknown utilities. The Design-Builder and the Authority shall cooperate in identifying and notifying the utility owner.

4.5.1 Cost of Temporary Relocations

The Design-Builder shall be responsible for the cost of temporary utility relocations, including the cost, other than temporary relocations that are necessary for the construction of the Project permanent works.

4.5.2 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 Authority immediately after discovery.

4.5.3 Point of Contact

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

4.5.4 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.

4.5.5 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 Authority or the utility owner.

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

4.5.6 Components of Utilities

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

4.5.7 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.

4.5.8 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.

4.5.9 Abandoned Utilities

Unless otherwise directed by the Authority, and the utility owners, the Design-Builder shall remove abandoned utilities and utilities proposed for abandonment within the New York State Thruway Authority'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).

4.5.10 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.

4.5.11 Changes to Design

All changes to designs that have received the Authority '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 Authority 's and utility owner's consultation and written comment and/or approval for the change.

4.5.12 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.

4.5.13 Design Review

The Design-Builder shall submit its utility relocation plans to the Authority'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.

4.5.14 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 Authority;
- 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 completed;

- H) All other as-built requirements stipulated in this Part 4;
- I) Any executed Final DB Utility Work Agreements (three-party agreements).

4.5.15 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 Authority. The Design-Builder shall report any utility facilities damaged immediately to the utility owner and the Authority. 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 Authority'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.

4.5.16 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.

4.5.17 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 Authority for consultation and written comment.

4.5.18 Betterments

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

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 Authority 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 Authority, 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 Authority shall have no responsibility, actual or implied, with respect to any Betterments, and all Betterments shall be subject to the Authority's permitting process.

4.6 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 Authority 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 Authority, 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 Authority's consultation and written comment.

4.7 SUBMITTALS

4.7.1 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 Authority 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 Authority's consultation and written comment, for consistency and compatibility with the Design-Builder's design. Prior to construction, the Authority will review all designs, whether by the Design-Builder or the utility owner.

4.7.2 Construction

The Design-Builder shall provide two sets of As-Built Utility Relocation Plans to the Authority 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 Authority'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.

4.8 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 Authority.

Table 4.9-1 – Deliverables
(If Applicable)

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

New York State Thruway Authority

APPENDIX A UTILITY REQUIREMENTS

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

A-1 UTILITY COMPANIES

Table A-1 lists the Electric utility companies and their respective contacts in areas throughout the Project limits with facilities located on, under or above the Project roadways and/or structures:

TABLE A-1

MP Range	Interstate	Electrical service Provider	Contact Name	Telephone	E-mail
Mainline					
45.2 to 51.0	I-87	Orange & Rockland Utilities	MICHAEL CASALE	845-577-3163	casalem@oru.com
51.0 to 131.0	I-87	Central Hudson Gas & Electric	LINDSAY CULLEN	845-486-5430	cullen@cenhud.com
131.0 to 287.2	I-87 / I-90	National Grid	REMO MUSCEDERE	518-433-3013	remo.muscedere@nationalgrid.com
287.2 to 289.0	I-90	Village of Solvay	JOSEPH HAWKSBY	315-468-6229	
289.0 to 290.6	I-90	National Grid	JAMES ZUCCOLOTTO	315-428-3465	james.zuccolotto@nationalgrid.com
290.6 to 337.4	I-90	NYS Electric & Gas	KRISTA ROOT	585-484-4301	karoot@nyseg.com
337.4 to 370.5	I-90	Rochester Gas and Electric	SHAWN DRISCOLL	585-771-6573	shawn_driscoll@rge.com
370.5 to 410.9	I-90	National Grid	ANNETTE COMER	716-831-7583	annette.comer@nationalgrid.com
410.9 to 418.2	I-90	NYS Electric & Gas	GEOFFREY S. HALLAM	716-698-0474	gshallam@nyseg.com
418.2 to 420.8	I-90	National Grid	ANNETTE COMER	716-831-7583	annette.comer@nationalgrid.com

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420.8 to 430.6	I-90	NYS Electric & Gas	GEOFFREY S. HALLAM	716-698-0474	gshallam@nyseg.com
430.6 to 431.6	I-90	National Grid	ANNETTE COMER	716-831-7583	annette.comer@nationalgrid.com
431.6 to 439.1	I-90	NYS Electric & Gas	GEOFFREY S. HALLAM	716-698-0474	gshallam@nyseg.com
439.1 to 455.1	I-90	National Grid	ANNETTE COMER	716-831-7583	annette.comer@nationalgrid.com
455.1 to 460.2	I-90	NYS Electric & Gas	GEOFFREY S. HALLAM	716-698-0474	gshallam@nyseg.com
460.2 to 481.8	I-90	National Grid	DIANE HARDING	716-673-7249	diane.harding@nationalgrid.com
481.8 to 489.5	I-90	Town of Westfield Utilities	ANDREW THOMPSON	716-326-2145	athompson@villageofwestfield.org
489.5 to 496.0	I-90	National Grid	DIANE HARDING	716-673-7249	diane.harding@nationalgrid.com
Berkshire Spur					
800.00 to 810.0	I-90	National Grid	REMO MUSCEDERE	518-433-3013	remo.muscedere@nationalgrid.com
810.0 to 824.0	I-90	NYS Electric & Gas	BILL GALLUP	518-944-0378	wgallup@nyseg.com

A-2 UTILITY INVENTORY

The types, sizes and approximate locations of utilities present in the immediate project area are shown in Part 7, Engineering Data, Section 9 - Utilities.

A-3 UTILITY RELOCATION BY OTHERS

None anticipated.

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-5 DESIGN BUILD UTILITY DOCUMENTS

The Design-Builder shall provide documentation regarding the coordination and locations of the impacted utilities to the Authority's Project Manager, and the Authority's Project Manager shall coordinate with headquarters 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) prepared by the Design-Builder 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 Thruway Authority – Fiber Optic/G4S

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.

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New York State Thruway Authority

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
NYSTA	Greg Sheldon	(518)-436-3143	Greg.Sheldon@thruway.ny.gov	NYSTA Fiber Optics	7 days minimum

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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 all utility work.

Any Agreements provided in this Appendix are Preliminary and are between the Authority and utility owner(s) (None Provided).

The Design-Builder is expected to coordinate with any and all affected utility owner(s) and the Authority to negotiate and execute 3-party Final Utility Work Agreements between the Design-Builder, utility owner(s), and Authority.