

**Appendix 10-8 Sample  
FEDERAL AID – LOCAL PROJECTS UTILITY WORK AGREEMENT**

SPONSOR'S NAME \_\_\_\_\_

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

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

necessitates the adjustment of utility facilities as hereinafter described, the owner, \_\_\_\_\_, of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

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

presently located on \_\_\_\_\_ 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.)

for an estimated \$ \_\_\_\_\_.

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

- A. 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.
- B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor 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.

- C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor 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.
- D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13 and Highway Design Manual Appendix 13G, and with 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):

- 1) Contract let by the Sponsor
- 2) Contract let by the Owner, (check applicable statement)
  - a. Best Interests of Sponsor.
  - b. Owner not sufficiently staffed or equipped.
- 3) By the Owner's forces

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

- 1) There will be no extension of service life, improved capacity or 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.
- 2) There is betterment described as follows:
   
\_\_\_\_\_
   
\_\_\_\_\_
   
\_\_\_\_\_
   
\_\_\_\_\_
- 3) 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.
- 4) 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 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:

- 1) A Privately Owned Property Agreement executed prior to the performance of the work.
- 2) A Municipal Agreement executed prior to performance of the work.
- 3) Such other agreement as approved by NYSDOT Legal Affairs Division.

VI. References

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

- A. Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- B. Contract documents : Contract number \_\_\_\_\_  
Capital PIN \_\_\_\_\_  
Plan sheets No. \_\_\_\_\_
- C. Owner's plan sheets \_\_\_\_\_
- D. Owner's estimate sheets form No. \_\_\_\_\_
- E. Resolution dated \_\_\_\_\_, by \_\_\_\_\_
  - Granting the Sponsor authority to perform the adjustment for the owner.
  - Agreeing to maintain facilities adjusted via Local-let contract.
- F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

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(Print/Type Name)Owner or Agent	(Signature)	Title	Date
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For Sponsor	Title	Date
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For NYSDOT Commissioner of Transportation	Title	Date
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