





#### **Meeting Minutes Summary**

#### SCDOT/ACEC/AGC Design-Build Sub-Committee Meeting

7-15-20 @ 9:00 am

#### I. Welcome/Introductions

- A. Attendees (By WEBEX)
  - 1. Chris Gaskins (SCDOT)
  - 2. Brooks Bickley (SCDOT)
  - 3. Ben McKinney (SCDOT)
  - 4. Brad Reynolds (SCDOT)
  - 5. John Caver (SCDOT)
  - 6. Maria Ott (SCDOT)
  - 7. Will McGoldrick (SCDOT)
  - 8. Barbara Wessinger (SCDOT)
  - 9. Carmen Wright (SCDOT)
  - 10. Clay Richter (SCDOT)
  - 11. Steve Nanney (SCDOT)
  - 12. David Rogers (SCDOT)
  - 13. Katherine Scott (SCDOT)
  - 14. Kevin Harrington (SCDOT)
  - 15. David Hebert (SCDOT)
  - 16. Daniel Burton (SCDOT)
  - 17. Dave Rankin (AGC)
  - 18. Rob Loar (AGC)
  - 19. Pete Weber (AGC)
  - 20. Lee Bradley (AGC)
  - 21. Elham Farzam (ACEC)
  - 22. Jim O'Conner (ACEC)
  - 23. Erin Slayton (ACEC)

#### II. <u>Project Updates</u>

#### **Current Projects:**

- US 1 over I-20 Bids Opened, nearing contract execution
- I-85 over Rocky Creek Design review underway
- District 2 Closed and Load Restricted Bridge Package 2020-1 Bid opened on 6/3/20 and contract has been awarded
- US 15 over Indian Field Swamp Bridge is open to Traffic.
- New I-77 Interchange in York County (Panthers) Permit issued last week, RFQ/RFP nearing completion, anticipating RFQ release in late July with accelerated procurement and award by end of the 2021.







- Carolina Crossroads Phase 1 Teams shortlisted; Draft Industry RFP came out on July 6<sup>th</sup>.
- Carolina Crossroads Phase 2 RFQ came out on 7/15.

#### **Future Projects:**

- Closed and Load Restricted Bridges 2021-1 in District 4 with 9 bridges. RFQ in 1<sup>st</sup>
   Quarter of 2021
- Carolina Crossroads Phase 3 RFQ in 2022
- Low Country Corridor West and I-26/I-526 Interchange ROD is expected in 2022 and RFQ is getting pushed out
- Mark Clark Expressway RFQ in 2023
- I-26 over US 1 and SCLRR— Currently on hold (will be Rehab)
- I-26 over SC 302 Currently on hold (will be bridge rehab)
- I-20 over Wateree Currently on hold
- I-85 MM 40-69 RFQ in 2026 or Beyond
- US 278 over MacKay Creek Did not meet requirements for DB Project
- I-95 Widening MM 0-8 Evaluating project delivery method, it will likely DBB
- I-26 Widening MM 125-136 Evaluating project delivery method. Looking DBB.
- I-26/I-95 Interchange Improvements Evaluating project delivery method. Likely DB
- Low Country Corridor East TBD

#### III. Action Items from 05-20-20

- A. SCDOT to incorporate check writing comments into the ROW Acquisition Language (open)
- B. SCDOT to revise the entire ROW section in the agreement (open)
- C. SCDOT to provide new language for Design-Build coordinator on less complex Design-Build projects (closed)
- D. SCDOT to review comments on Design Optimization language in RFP (open)
  - AGC/ACEC will provide examples of past design optimization during design review.
  - The issue at hand is compliancy with RFP and a clear focus on items of enhancements and added value items offered by proposers.
  - The proposed language would allow SCDOT to clearly evaluate and score enhancements and added value items while providing flexibility to DB Team to further optimize the original technical proposal design with added knowledge and advanced design within the financial and schedule constraints posed by utilities, R/W and the original assumptions and quantities of the bid.







- E. SCDOT to share Differing Site Conditions/ Force Majeure/ and Default/Suspension/Termination/ Extended Jobsite Overhead sections of the agreement with the Subcommittee (open)
- F. AGC to provide proposed revision language on schedules (open)
  - SCDOT requested postponement of this items to the September meeting due to late arrivals of the requested language change.
- G. AGC/ACEC to give feedback on Design-Build Rehab concept (closed)
  - SCDOT to review and respond to the feedback received from AGC/ACEC
  - SCDOT will contact other DOTs with previous bridge rehabilitation experiences including VDOT.
- IV. <u>Design Builder Responsibility for Girder Design FIB Span vs. Depth (closed at last meeting)</u>
- V. <u>Improved Utility Coordination / Relocation for SCDOT Projects</u>
  Oriana Hernandez made a very nice presentation on the latest enhanced practices for utility coordination during the pre-procurement. A copy of the presentation slides is attached.
- VI. Explore Ways of Improving the IMR Process / Quality Credit of the RFP
  - Industry was very happy with the new IMR process including the "NEPA Box"
  - The process was very interactive between the Proposers and SCDOT.
  - AGC-ACEC requested that SCDOT consider increasing the stipend to assist the proposers to fund the additional traffic analyses and development of the IMR document.
  - AGC-ACEC also requested that the RFP provide additional clarifications and guidance for quality credit scores with respect to innovation and enhancements.
- VII. Design-Build Team Performance Evaluation (Final Score)
  - SCDOT is evaluating Teams based on actions during 6-month intervals of the contract.
  - Final Score will be an evaluation of the entire contract.
  - AGC/ACEC is interested in having open dialog during the evaluation process once evaluation is received. Currently the responses are merely an acknowledgement of receipt of the document.
  - SCDOT has done extensive discussion and vetting of interval scores before sending to the Design-Build Team.
  - Farzam suggested SCDOT to review GDOT's final Report on Project and have







that document in hand prior to the finalization of the final score.

#### VIII. Open Discussion

A. The Industry requests a debrief for ALL Teams that submit a SOQ on Design-Build Projects. ACEC to research and provide other states process on debrief of SOQs. This is more an issue of timing as all teams have the option for a debrief on the SOQ after the project is awarded. Ms. Wessinger requested state name and point of contacts

#### IX. Open Action Items.

- A. SCDOT to incorporate check writing comments into the ROW Acquisition Language
- B. SCDOT to revise the entire ROW section in the agreement
- C. AGC/ACEC to provide examples of past design optimization attempts.
- D. SCDOT to continue to review comments on Design Optimization language in RFP
- E. AGC to provide comments on the Extended Jobsite Overhead sections of the agreement
- F. AGC to provide proposed revision language on schedules
  - Recently received feedback, Dave will circulate for comments before the next meeting.
- G. SCDOT to review and respond to AGC/ACEC feedback on Design-Build Rehab concept.
- H. AGC/ACEC to provide SCDOT state names and point of contacts where they provide SOQ debriefs of shortlisted team after shortlist process in lieu of waiting until contract award.
- X. Next Meeting Date September 16, 2020, 9:00 AM (SCDOT Lead)

#### XI. Adjourn

ORIANA HERNANDEZ, P.E., STV INCORPORATED

CEDRIC KEITT, P.E., SCDOT



# SC-ACEC UTILITY SUBCOMMITTEE

# **MEMBERS**

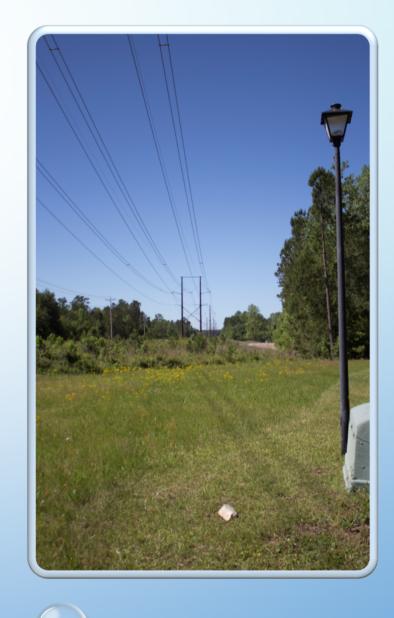
- CEDRIC KEITT, P.E., SCDOT
- JACK LOCKLAIR, SCDOT
- VANETTA JACKSON, SCDOT
- MARVIN DAWSON, PLS, SCDOT
- CARLOS GITTENS, P.E., KCI
- CHEVIS STRANGE, P.E., OLH
- BRAD WHITTLE, P.E., MBI
- ORIANA HERNANDEZ, P.E., STV

# **MEETINGS & TOPICS**

- MEET EVERY QUARTER
- REVIEW TOPICS AND STATUS, INTRODUCE NEW OBJECTIVES FOR THE YEAR
- TOPICS
  - STANDARDIZE U-SHEETS & OTHER UC DELIVERABLES
  - UTILITY CAD RECOMMENDATIONS
  - IMPORTANCE OF SUE
  - DESIGN SCHEDULE AND HOW IT RELATES TO UC DELIVERABLES
  - SENATE UTILITY RELOCATION BILL
  - BEST PRACTICES IN OTHER STATES THAT SC IS MISSING
  - COLLABORATION ON HOW TO MAKE UC BETTER FOR ALL STAKEHOLDERS

# UC CHALLENGES

- LACK OF RIGHT OF WAY (ROW)
- MINIMAL FUNDING FOR UTILITY RELOCATIONS (RECENT SENATE BILL FOR WATER/SEWER IN 2019)
- NO SIGNIFICANT IMPACT TO UTILITY OWNERS IF THEY ARE UNRESPONSIVE (EXCEPT FOR WATER/SEWER WHO SEEK REIMBURSEMENT)
- HIGH RISK = HIGH CONSTRUCTION COSTS
- DESIGN SCHEDULE
- CONSTRUCTION LIMITS
- UNKNOWN OF CONTRACTOR'S APPROACH TO BID AND CONSTRUCTION
- UC DURING DESIGN CARRYING THROUGH TO CONSTRUCTION
- UNFORESEEN CONDITIONS
- LACK OF UTILITY INFORMATION IF SUE IS NOT PERFORMED
- POOR COMMUNICATION



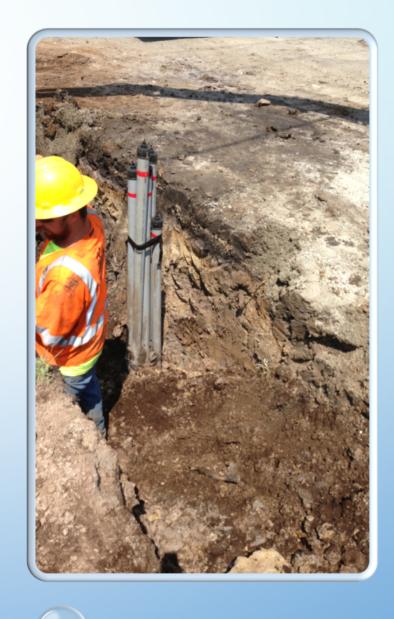
## **PROJECT RISKS**

#### MAJOR RISKS FOR DESIGN-BUILD TEAM (DBT)

- SCHEDULE DELAYS
  - RIGHT OF WAY
  - PERMITTING
  - UTILITIES
- UNFORESEEN CONDITIONS & EVENTS

#### **UTILITY COORDINATION RISKS**

- UNRESPONSIVE UTILITY OWNERS
- CONFIDENTIALITY
- LACK OF COMMITMENT AND NO RECOURSE
- RELYING ON 3<sup>RD</sup> PARTIES FOR RELOCATIONS
- USUALLY WAITING ON ITEMS LIKE ROW AND PERMITTING AND THEN LITTLE
  TIME FOR UTILITIES TO RELOCATE PRIOR TO CONTRACTOR ACTIVITY



# HOW DO WE MAKE CHANGES TO UC TO REDUCE RISK???

- UTILITY CONCERNS
  - LACK OF FUNDING AND RESOURCES.
  - DAMAGE TO RELOCATED UTILITIES DUE TO DESIGN CHANGES AND NOT BEING REIMBURSED
  - NO AVAILABLE ROW
  - LITTLE TIME ALLOWED FOR RELOCATIONS
  - PROJECTS STATEWIDE
  - UNFORESEEN WEATHER EVENTS

- SCDOT/CLIENT CONCERNS
  - PRECEDENCE IF CONCESSIONS ARE MADE
  - DELAY CLAIMS
  - WASTE OF MONEY ON COORDINATION EFFORTS IF UTILITIES DON'T RESPOND
  - POOR PUBLICITY
  - DAMAGE TO RECENTLY CONSTRUCTED PROJECT
  - PERMIT VIOLATIONS
  - LACK OF CONTROL OVER 3<sup>RD</sup> PARTIES
  - NO ACCOUNTABILITY FOR UTILITIES IN SCDOT ROW WHO DELAY PROJECT

# **CURRENT EFFORTS TO REDUCE RISK ITEMS**

- DESIGN-BUILD PREP
  - IDENTIFY MAJOR RISK ITEMS AND RESOLVE/ACCOMMODATE DURING PREPARATION
- SENATE BILL FOR WATER/SEWER RELOCATIONS
  - INCLUDE WATER/SEWER RELOCATIONS FOR SMALL UTILITY OWNERS IN-CONTRACT
- EARLY ROW ACQUISITIONS, WHEN POSSIBLE
- EARLY PERMITTING EFFORTS (EIS, FONSI)
- EARLY LEVEL B SUE

# ADDITIONAL EFFORTS NEEDED TO IMPROVE RISK

- FOLLOWING ITEMS ARE RECOMMENDATIONS AND/OR IDEAS TO CONSIDER TO FURTHER IMPROVE RISK CONTINGENCIES INCLUDED IN BID:
  - WRITTEN COMMITMENTS FROM UTILITY OWNERS
  - EARLY UTILITY AGREEMENTS FOR PRIOR RIGHTS UTILITIES
    - COLLECTION AND CERTIFICATION OF PRIOR RIGHTS
    - PRELIMINARY ENGINEERING UTILITY AGREEMENT
  - MEMORANDUM OF AGREEMENTS FOR REMAINING UTILITIES TO RELOCATE BY DBT
    - LARGE WATER/SEWER
    - POWER
    - TELECOM
    - GAS

# ADDITIONAL EFFORTS NEEDED TO IMPROVE RISK

- ADDITIONAL ROW FOR UTILITY RELOCATIONS (EVALUATE IF REDUCING ROW USING ITEMS LIKE STORM DRAINAGE, RETAINING WALLS, ETC. IS WORTH LOSING ROW THAT CAN BE USED FOR UTILITIES THAT SERVES THE PROJECT)
- EARLY CLEARING & GRUBBING CONTRACTS TO ALLOW ADDITIONAL TIME (INCLUDES ROW)
- FULL TRANSPARENCY FOR ALL SUBMITTING DBT
  - LEVEL B SUE FOR ENTIRE PROJECT
  - LEVEL A PERFORMED AT KEY LOCATIONS
  - QUICK REFERENCE RESOURCE TO ASSIST ALL TEAMS EVALUATE UTILITY IMPACT RISKS.
  - PROVIDE UTILITY CRITERIA FOR DBT TO USE FOR RELOCATION OPTIONS
- IF UTILITY RELOCATION OF A <u>MAJOR RISK</u> ITEM IS AGREED & COMMITTED TO BY ALL PARTIES,
  IDENTIFY AND MAKE DBT RESPONSIBLE FOR IMPACT IF DESIGNS CHANGE TO ALTER APPROVED
  RELOCATION.

# ADDITIONAL EFFORTS NEEDED TO IMPROVE RISK

- IMPROVE COMMUNICATIONS TO GAIN INFORMATION
  - UTILITIES TO COMMIT TO BEING RESPONSIVE
    - ROUND ROBIN UTILITY INFORMATION MEETING DURING PURSUITS
    - QUESTIONS THROUGHOUT PURSUIT WILL GO THROUGH SCDOT
  - CONTRACTOR PROVIDES PLANS AND SCHEDULE ASAP AFTER AWARD
  - CONDUCT MANDATORY WEEKLY/BI-WEEKLY MEETINGS AFTER ROW PLANS ARE APPROVED UNTIL
    UTILITIES ARE COMPLETE



EXAMPLE FOR PROACTIVE UTILITY COORDINATION DURING DESIGN-BUILD PREP

#### UC CHALLENGE

- 1. GETTING ALL STAKEHOLDERS TO PUT AWAY THE PAST AND PARTNER WITHOUT FEELING LIKE THEY ARE SETTING NEW "STANDARDS" (PRECEDENCE FOR FUTURE PROJECTS)
- 2. COMMITMENTS FROM UTILITY OWNERS
- 3. PROTECTION OF INFRASTRUCTURE AND NEEDING ABSOLUTE ASSURANCES IF EARLY RELOCATIONS ARE DONE.
- 4. ROW/ PERMITTING ALLOW FOR UTILITY RELOCATIONS TO OCCUR IN TIMELY MANNER

#### RECOMMENDATION

- 1. GET ALL PARTIES TO REALIZE THE COMPLEXITY
  AND SIZE OF THIS PROJECT AND HOW IT IS NOT
  THE SAME AS ANY OTHER PROJECT IN HISTORY.
- 2. WRITTEN AGREEMENTS THAT SHOWS
  COMMITMENT WITHOUT INTRODUCING LEGAL
  CONCERNS THAT WOULD VIOLATE CURRENT
  LAWS/ STANDARDS
- 3. SCDOT AGREES TO PAY FOR RELOCATIONS IF IMPACTED
- 4. EARLY CLEARING & GRUBBING REQUIRED DURING DESIGN PHASE

EXAMPLE FOR PROACTIVE UTILITY COORDINATION DURING DESIGN-BUILD PREP

Carolina Crossroads
Project ID P027662

#### PRELIMINARY ENGINEERING

#### **UTILITY COORDINATION REPORT**

I-20/ I-26/ I-126 Carolina Crossroads Project

Phase 1 - Colonial Life Boulevard

Project ID P039718

**Richland and Lexington Counties** 

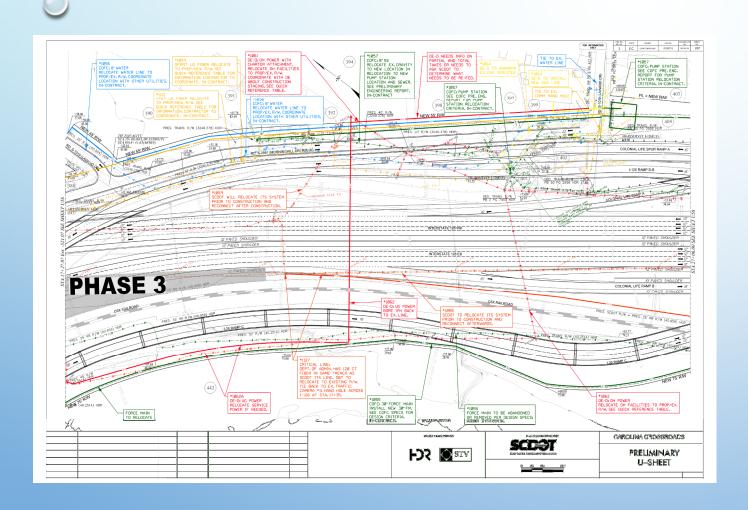


June 27, 2020

#### **END RESULTS**

- 1. ALL PARTIES CAME TO THE TABLE OPENED TO PARTNER, SUPPLIED INFORMATION AS REQUESTED, RESPONDED TO ALL MEETING REQUESTS. EVERYONE WAS EXTREMELY PROACTIVE.
- SEVERAL MOA'S AND EARLY ENGINEERING UA HAVE BEEN SIGNED.
   PRIOR RIGHTS CERTIFICATION FOR 2 OF 3 OWNERS COMPLETED. ALL
   UTILITY OWNERS PROVIDED CRITERIA AND TIMEFRAMES FOR DBT TO USE
   DURING PURSUIT FOR EVALUATION OF CONFLICTS.
- 3. SCDOT WAS VERY TRANSPARENT AS TO WHAT UTILITIES HAVE AGREED AS FAR AS RELOCATION OPTIONS, WHICH ONES HAVE STARTED ACTUAL RELOCATION EFFORTS, AND ALL SUPPORTING DOCUMENTS REGARDS TO PROPOSED RELOCATIONS. SEE RFP POSTING FOR UTILITY COORDINATION.
- 4. DBT CAN ELECT TO PERFORM C&G IN AREAS THEY FEEL WOULD BENEFIT THEIR SCHEDULE. SCDOT HAS STARTED ROW ACQUISITIONS SO ROW IS AVAILABLE FOR PROJECT ACTIVITY INCLUDING UTILITY RELOCATIONS ON DAY 1.

EXAMPLE FOR PROACTIVE UTILITY COORDINATION DURING DESIGN-BUILD PREP



#### PROPOSED UTILITY RELOCATIONS

- RELOCATION PLANS THAT HAVE BEEN REVIEWED AND AGREED AS VIABLE RELOCATION OPTIONS WITH ALL STAKEHOLDERS
- LEVEL B SUE
- ENCROACHMENT PERMIT LOGS

#### EXAMPLE FOR PROACTIVE UTILITY COORDINATION DURING DESIGN-BUILD PREP

						TIMEFRAMES (months)				CLEARANCES (ft)					CONSTRUCTION			
Location	Potential Conflict	MSA Impact Probability	In- Contract	Prior Rights	Utility Bill													
			Yes/No	Yes/ No/ Partial	Yes/ No	Permits	Design	Procurement/ Easement Acquisition	Construction (months)	Structures (bridge piles, footings, noisewalls, MSE, etc.)	Max Fill Limit	Storm Drainage	Other utility owners	Construction Equipment	Seasonal Restrictions	Inside or Outside ROW	Tie-In (In or out of SCDOT project limits)	Items Required to Reloca (Proj ROW, Private Easement, Contractor Activity)
																		,,
Sta. 416+00	Road	Low	No	Yes	No	6	6	12	6	25	18' final clearance	5	5	10	None	Both	Outside	UA, easements
Sta. 414+00	Road	Low	No	Yes	No	6	6	12	6	25	18' final clearance	5	5	10	None	Both	Outside	UA, easements
Sta. 423+00	Road	Low	No	Yes	No	6	6	12	6	25	18' final clearance	5	5	10	None	Both	Outside	UA, easements
McSwain	Road	High	No	Partial	No	6	6	12	6	25	18' final clearance	5	5	10	None	Both	Outside	UA, easements
ossing west of US 378 at I-26	Off ramp EB US 378	High	No	Partial	No	6	6	12	6	25	18' final clearance	5	5	10	None	Both	Outside	UA, easements
Off ramp EB US 378	New Ramp	High	No	Yes	No	0	3	12	6	25	18' final clearance	5	5	10	None	Both	Outside	UA, easements
Morninghill Road	Road	High	No	Yes	No	0	6	18	12	25	18' final clearance	5	s	10	None	Both	Outside	UA, easements
Sta. 38+00 to 40+00	Road	Low	No	Yes	No	6	6	12	6	25	18' final clearance	5	5	10	None	Both	Outside	UA, easements
Colonial Life Blvd	Road, Bridge	High	No	Yes	No	6	6	12	6	25	18' final clearance	5	5	10	None	Both	Outside	UA, easements
St	Sta. 416+00 Sta. 414+00 Sta. 423+00 McSwain sossing west of US 378 at 1-26 Morninghill Road	Sta. 416+00 Road Sta. 416+00 Road Sta. 414+00 Road Sta. 423+00 Road McSwain Road sossing west of US 378 Off ramp EB US 378 New Ramp Morninghill Road Road Road	Conflict	Conflict	Conflict	Conflict	Conflict	Location	Location	Location	Location   Potential Conflict   Probability   Prior Contract   Rights   Prior Contract   Rights   Procurement   Procurement   Probability   Per/No Partial   Procurement   Procurement	Location   Potential Conflict   Probability   Contract   Prior Probability   Procurement/ Easement Acquisition   Structures (bridge piles, footings, noisewalls, MSE, Illinit   Illinit   Probability   Probability   Procurement/ Easement Acquisition   Procurement/ Easement Acquisition   Probability   Procurement/ Easement Acquisition   Procurement/ Easement Acqu	Location   Potential Conflict   Conflict   Contract   Prior Rights   Contract   Propability   Procurement   Propability   Procurement   Proc		Location   Potential   MSA Impact   Conflict   Prior Probability   Contract   Prior Probability   Ves/No   Permits   Design   Procurement/ Easement Acquisition   Construction (months)   Structures (bridge piles, botings, noisewalls, MSE, etc.)   Max fill   Storm   Unit   Drainage   Owners   Construction (months)   Construction (months)	Location   Potential Conflict   MSA Impact   Information   Prior Contract   Probability   Ves/No   Permits   Design   Procurement/ Acquisition   Construction (months)   Structures (bridge piles, footings, noisewalls, MSE, etc.)   Max Fill   Dailange   Downers   Construction (months)   Constr	Location   Potential Conflict   Prior Probability   Contract Rights   Ves/No   Pernits   Design   Procurement   Construction   Construction	Location   Potential Conflict   Probability   Contract   Prior Construction   Structures (bridge piles, Followard), MSE, Fill   Storm Contract   Prior Contract   Prior Contract   Prior Construction   Prior Construction

### **QUICK REFERENCE TABLE**

- "ONE STOP SHOP" FOR KEY INFORMATION NEEDED TO EVALUATE CONFLICT IMPACT DURING ATC DEVELOPMENT, SCHEDULE, BIDS, ETC.
- SAVES TIME FROM HAVING TO DIG FOR INFO
- SUMMARY OF INFORMATION FROM REPORT



EXAMPLE FOR PROACTIVE UTILITY COORDINATION DURING DESIGN-BUILD PREP

# PRIOR RIGHTS CERTIFICATION

#### CERTIFICATION OF PRIOR RIGHTS

David Rister, P.E., SCDOT Construction Manager of Mega Projects

FROM Rayen Grambell P.F. HDR

May 4, 2020

Project ID P027662

I-20/ I-26/ I-126 Carolina Crossroads Improvement Project Phase 1 - Colonial Life Boulevard

Richland and Lexington Counties

Dominion Energy - Transmission Utility Agreement - 100 kV

This is to certify that Dominion Energy's has 100% prior rights on their double circuit, three-phase power transmission 100 kV overhead line over I-126 at Station 40+00 (I-126) in the attached utility agreement in the amount of \$20,000.00. This agreement is for preliminary engineering efforts only. Dominion Energy will be submitting a supplemental agreement to finalize costs for engineering and construction to relocate this

Prior Rights Verification / SCDOT Right-of-way History
In 1988, SCDOT obtained original right-of-way for 1-126 improvements and railroad realignment under File #40.959. In the 1988 plans, Dominion Energy (f.k.a. South Carolina Electric and Gas (SCE&G)) had an existing transmission line that parallels the Seaboard Coast Line railroad and I-126. Under this project, the transmission line was relocated due to impacts of the I-126 project. They are shown in a present easement obtained on SC Real Estate Development Company, Inc.

Dominion Energy has provided their recorded deed with SC Real Estate Development Co. Inc. dated in 1985, which is prior to SCDOT's ROW in 1988. See attached highlighted original plans and recorded deeds for supporting evidence.

With the clear and proper evidence provided on the existing SCDOT plans and easement documentation, it is our recommendation for approval of the prior rights and utility

RECOMMENDED BY:

Oriana Roumillat, P.E Utility Coordinator - STV Inc

Chris Lacy, P.E. SCDOT Design Manager for Mega Projects

Open y spread by N. Orana Roumillat, P. E. Readon Lan approxing this document Conference as 207-2011 Deep 2021 (A. Set 141-062 Onto)

File: D1/Levington/Richland/NOR

Jay Clingman, District 1 Utility Coordinator
Derek Frick, Assistant District 1 Construction Engineer

# UTILITY AGREEMENTS

From 1980-A. (Revision) 2023 Microsoft Word Version 2016  UTILITY AGREEMENT  Contract ID No. School Po2162 Route (or Read No.) Contract ID No.  F. A. Project No.  State Project No.  State Project No.  State Project No.  This Agreement state this _day of _20 _ by and between the South Carolina Department of Transportation, hereinafter called "Department" and the	Transmission
Contract ID No. SCOCT PO21662 Route (or Read No.) Conclude CroSSFOORDS F. A. Project No.  State Project No.  State Project No.  This Agreement made this.  40 by and between the South Carolina Department of Transportation, hereinafter called "Company".  The Department and Company Asknowledge that this Agreement and any Agreement anondernot decomments requiring signatures may be transmitted electronically. Department of Company simplates that if this Agreement is manumated electronically. Department and Company salphane that if this Agreement is manumated electronically. Department and Company salphane that if this Agreement is manumated electronically. Department and the original electronically controlled the original electronically agreed by and between the parties bereto that the Company shall perform or cause to be performed, the following work to its utility property facilities as shown the attached plans and estimate.  General description.  Boundary States and Company schools and electronic transmitted electronically. The Company shall perform or cause to be performed, the following work to its utility property facilities as shown the attached plans and estimate.  General description.  Boundary States and the Property states of the states	(Revised) 01-2020
E. A. Project No.  State Project No.  State Project No.  State Project No.  State Project No.  This Agreement made this.  Any of	
F. A. Project No.  This Agreement made thisday of	(Phase I)
Transportation, hereinafter called "Department" and the Department of Transportation, hereinafter called "Department" and the Department of Transportation, hereinafter called "Department" and the Department and Department and Company.  The Department and Company acknowledge that this Agreement and any Agreement amonthment documents requiring signatures any be transmitted electrociated, the called "Company".  The Department and Company acknowledge that this Agreement and this Agreement amonthment documents requiring signatures any be transmitted electrociated, the called account and the company and called the Company and and called t	
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Deviction of Company Action of Company of the Agreement and any Agreement amonited of Company agriculture and a company action of the Agreement amonited decreasingly. Represent and a company action of this Agreement amonited decreasingly, the electronic transmitted decreasingly. The present of the company and company	Transportation, hereinafter called "Department" and the Dominion Energy
The Department and Company acknowledge that this Agreement and any Agreement annothment documents requiring algorithms are between the progression and Company sipalate that if the Agreement is transmitted echorocially, because and a significant of the Agreement and Company sipalate that if the Agreement is transmitted echorocially, the electronic transmitted of the original execution signatures shall be treated as original signatures and given the same legal effect as an original.  1. It is matually agreed by and between the parties hereto that the Company shall perform or cause to be performed, the following work to its utility property facilities as shown on the attached plans and estimate:  General department of the company of the company of the company shall perform or cause to be performed, the following work to its utility property facilities as shown on the attached plans and estimate:  General department of the company hereby agrees to relocate the company of the company hereby agrees to relocate the company of the Agreement of the Company	
1. It is matually agreed by and between the parties forces that the Company shall perform or cause to be performed, the following works to his tallity properly fallifies as shown in the attack-plane in the leaders of the attack plane in the leaders of the attack plane contraction in accordance with the Provisions set fronth in the Federal Highway Administration's FARO 23 CRR 6358, and also in accordance with the Provisions set fronth in the Federal Highway Administration's FARO 23 CRR 6358, and also in accordance with the Department's "A Policy for Accordance Milk plane in the Provisions set fronth in the Federal Highway Administration's FARO 23 CRR 6358, and also in accordance with the Department" "A Policy for Accordance Milk plane in the Provisions of	The Department and Company acknowledge that this Agreement and any Agreement amendment documents requiring signatures may be transmitted electronically. Department and Company stipulate that if this Agreement is transmitted electronical execution issuantures shall be treated as oriental issuantures of the other departments of the original execution issuantures shall be treated as oriental issuantures and only the same local afforms.
General description. Loss and the state of t	
2. The Company hereby agrees to relocate its utility facilities in conflict with highway construction in accordance with the Provisions of front in the Federal Highway Administration's FAPCO 32 CR6 \$50, and both in accordance with the Department's "A Policy for Accommodating Utilities on Highway Rights-of-Way" in the estimated amount of the State State State Conflict Co	following work to its utility property facilities as shown on the attached plans and estimate:
Provisions at forth in the Federal Highway Administration's FAPO 23 CFR 645%, and also in accordance with the Department". A Policy for Keycomoding Utilities (Highway Righes-Orly) in the estimated amount of the Department, "A Policy for Keycomoding Utilities (Highway Righes-Orly) in the estimated amount of the Company (Moss Dese not) have the right of occupancy in its existing location by reason of holding the fee, and essential, or other real property interest, the amaging or taking of which is compensable in eminent domain. If the content of the company is the estimated property interest, (Explain)  Easement for this project is filed in	General description Dominion Energy will relocate transmission southers in conflict with this project. Up for prefixming this conflict. All there associated dots will be added to this up.
(b) This section of line (for purpose of establishing right-of-way priorities only) has been in service for approximately 32C_years or more. (5) Such work as in necessary to relocate, after or maintain the facility will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic coording and signing will be coordinated with the Department's contractor and will be in accordance with "The South Carolina Manual on Uniform Traffic Coordin Devices for Streets and Highways" (SCMUTCD). (3) The Company shall meet the Bay America canopterment specified in 32 SUC 313. The Company shall grow the dependence of the street of the st	Department's "A Policy for Accommodating Utilities on Highway Rights-of-Way" in the estimated amount of:    Decoration   D
(b) This section of line (for purpose of establishing right-of-way priorities only) has been in service for approximately 32C_years or more. (5) Such work as in necessary to relocate, after or maintain the facility will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic coording and signing will be coordinated with the Department's contractor and will be in accordance with "The South Carolina Manual on Uniform Traffic Coordin Devices for Streets and Highways" (SCMUTCD). (3) The Company shall meet the Bay America canopterment specified in 32 SUC 313. The Company shall grow the dependence of the street of the st	
"SeeD-years or more."  (5) Such work as in necessary to relocate, after or maintain the facility will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic, count and signing will be coordinated with the Department's contractor and will be in accordance with "The South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways" (SCMUTCD).  (3) The Company shall meet the Bay America exappearents specified in 23 USC 313. The Company shall grovide a definitive statement (mill ten certification report) about the origin of all products which are permanently incorporated into the work and covered under the Bay A deciration of the work and covered under the Bay A deciration of the work and covered under the Bay A deciration of the work and covered under the Bay A deciration of the work and covered under the Bay A deciration of the work and covered under the Bay A deciration of the same and	Easement for this project is filed in  Lexington Richland (Cduny)  Cellular Sec (City and State)
way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic control and signing will be coordinated with the Department's contractor and will be in accordance with "The South Carolina Manual on Uniform Traffic Comnot Devices for Streets and Highways' (SCMUTCD).  (3) The Company shall meet the Bay America requirements specified in 23 USC 313. The Company shall depend the Bay America requirements specified in 23 USC 313. The Company shall provide a definitive statement (mill test certification report about the origin of all products which are permanently incorporated into the work and covered under the Bay America requirements. The nonzeront shall expend the support of the statement of the state	(b) This section of line (for purpose of establishing right-of-way priorities only) has been in service for approximately3eyears or more.
definitive statement (mill test certification report) about the origin of all products which are permanently incorporated into the work and covered under the Buy America requirements. No payment shall be made for any products	way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic control and signing will be coordinated with the Department's contractor and will be in accordance with "The South Carolina"
	definitive statement (mill test certification report) about the origin of all products which are permanently incorporated into the work and covered under the Buy America requirements. No payment shall be made for any products

# KEYS TO SUCCESSFUL PARTNERSHIP & RISK REDUCTION DUE TO UTILITIES

- CREATED A WIN-WIN FOR ALL STAKEHOLDERS
- MINDFUL OF STAKEHOLDERS CONCERNS
- OVERALL IMPACT = **REDUCED PROJECT RISK** BY PROVIDING DBT A WEALTH OF INFORMATION WITHOUT RELYING ON 3<sup>RD</sup> PARTY RESPONSE; MINIMIZING THE NEED TO ASSUME WHAT WOULD MEET UTILITY OWNER'S CRITERIA; PROCESSING AGREEMENTS SO RELOCATIONS CAN BEGIN ASAP; STARTING PROJECT WITH A PROACTIVE ATTITUDE.
- MODEL FOR FUTURE PROJECTS AS FAR AS GATHERING/PROCESSING AS MUCH UPFRONT
   COORDINATION EFFORT DURING DESIGN-BUILD PREP PHASE (REFER TO COMMITTEE RECOMMENDATIONS ON
   PREVIOUS SLIDES)