City of New York

NYC DDC Utility Coordination Report

December 2025


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Executive Summary

The NYC Department of Design and Construction (DDC) delivers public buildings and infrastructure projects citywide, with a total capital program of over $28 billion in 2025. DDC's Infrastructure Division builds and upgrades the nation's most extensive network of streets, water mains, and sewers in collaboration with the City agencies that operate them. As New York City's infrastructure program grows to support new housing and adapt to climate change, DDC aims to deliver infrastructure projects as efficiently and effectively as possible, minimizing disruption to communities.

Beneath the City's streets, public infrastructure shares space with electrical, gas, steam, and telecommunications lines owned and managed by private utility companies like Con Ed, National Grid, and Verizon that provide vital services to New Yorkers. For over twenty years, DDC has coordinated City and private utility work under a State-authorized program called Joint Bidding, which was first authorized by State legislation in 2004.

In 2024, DDC published a Utility Coordination Report that represented the first comprehensive analysis in the 20-year history of the Joint Bidding program. It found that Joint Bidding projects experienced significantly lesser schedule delays than projects that are not Joint Bid. The value of these time savings, combined with cost sharing on Joint Bid projects, was found to save the City over $107 million per year.

The purpose of the 2025 Utility Coordination Report is to provide a public account of the changes to the Joint Bidding program since the 2024 report. It is intended to support the case for a long-term extension of the authorizing legislation alongside a commitment to continued collaboration between the City, the private utility companies, and the contractors who build New York City's infrastructure.

Key Updates

Since the publication of the 2024 Report, DDC has led an in-depth process to overhaul the terms of the Joint Bidding program in collaboration with Utility companies and contractors. Over a period of 13 months, the agency has led over 40 working sessions in person and online, with detailed discussions on each of the proposed contract changes. The result is a new Joint Bidding program, called JB Open Competitive (JB-OC), that aims to address the needs of all three parties — the City, Utilities, and Contractors — and resolve concerns from prior implementation approaches.

This report describes the terms of the new program, provides bid data from the first nine projects bid under the new program, and advocates for a long-term extension of the Joint Bidding law supported by ongoing engagement and regular program reporting.

Introduction: NYC Public Infrastructure and Utility Interference

Over 6,000 miles of streets and highways connect New York City's neighborhoods while carrying the vital infrastructure that provides essential services to 8.5 million New Yorkers. The city's watermains and sewers share space beneath the roadway with private utility lines like gas, electric, and telecommunications. Built and replaced over decades, City and private utility lines crisscross one another beneath the street, their precise locations often unknown. This complex environment is often known as the "underground spaghetti."

DDC builds and upgrades this complex network of streets, watermains and sewers on behalf of the Department of Transportation (DOT) and Department of Environmental Protection (DEP), transforming streetscapes to be safe and inclusive and upgrading pipes that may be over a century old. As neighborhoods grow denser and rainfall becomes more extreme, this critical work only becomes more urgent. Yet construction in the city's right of way can be time-consuming and disruptive to the daily activities of residents and businesses. In response, over three decades in practice, DDC has honed the tools and strategies to build as efficiently and effectively as possible.

Refer to the 2024 Utility Coordination Report for a comprehensive overview of New York City's underground infrastructure and the history of Joint Bidding.

Coordinated Underground Construction

Upgrading the City's infrastructure requires coordinating with the private utility companies whose lines share space beneath the street. In New York City, under franchise agreements, private utility companies are permitted to locate their lines in the city's right-of-way but must move and protect those lines to facilitate the City's work, at their own expense. In practice, this work is often completed by the City's contractors and reimbursed by the utility companies since only one contractor can hold open street permits at a time.

Under an early model called Section U (referring to a section of DDC's construction contracts), the City's contractor had to open the street and negotiate directly with the separate utility companies for the cost to move and protect the private lines. This model was time-consuming, with streets sitting open and neighborhoods disrupted while contractors coordinated the utility work during the construction phase and conducted private, closed-door negotiations.

To streamline coordination and enhance transparency and oversight, the New York State Legislature passed the first Joint Bidding law in 2004 to allow the City to bid public and private utility work under a single contract. **The private utility companies would continue to pay for the work to protect their lines, but the City would now be able to coordinate and set the terms by including this work in its contracts.**

Introduction: NYC Public Infrastructure and Utility Interference (Continued)

	Joint Bidding	"Section U"
When are these models used?	Used where allowed since 2004 authorization.	Used prior to 2004 authorization or with "when and where" contracts without pre-established locations.
How is the City work bid?	Competitive Sealed Bid	Competitive Sealed Bid
How is the private utility work bid?	Included in City contract. DDC has developed different approaches to pricing the utility work. In 2025, under JB-OC, private utility work uses open bid.	Not included in City contract. The City's contractor conducts separate, private negotiations with individual utility companies.
Who pays for the private utility work?	The private utility companies.	The private utility companies.
Does the City have insight into the extent and cost of utility work?	Yes, the City sees all details and costs associated with the private utility work. The City's licensed Resident Engineer oversees the work, tracks quantities, and processes payments for both City and utility items.	No, the City is not party to the negotiation and does not have insight into the costs paid by the utility companies to the contractor.
Who pays for the costs to oversee construction and maintain the site?	The City and the private utility companies share these costs in proportion to the value of their work. For example, if a utility company's work represents 30% of the total contract value, the utility company pays 30% of the overhead costs. The private utility companies also share in the costs to restore the site.	The City pays 100% of these costs.

Introduction: NYC Public Infrastructure and Utility Interference (Continued)

In its 2024 Utility Coordination Report, DDC published the first comprehensive analysis of the Joint Bidding program in the twenty-year history of the program, comparing the performance of Joint Bidding projects to those utilizing Section U. To complete the analysis, DDC identified a sample of 19 Section U projects and18 Joint Bid projects that were recently completed or nearing completion, selected to achieve a balanced and representative sample. The agency also analyzed the cost of 183 different work items across 62 Joint Bidding contracts and 171 Section U contracts.

The report found that Joint Bidding projects significantly outperform Section U projects with respect to cost and schedule:

- Projects utilizing Section U experienced greater schedule delays than projects utilizing Joint Bidding. While many public infrastructure projects are subject to some level of delay, the average utility-related delay for Section U projects was found to exceed the average recorded for Joint Bidding projects by nearly 300%.
- Schedule delays led to cost overruns. Since overhead costs average $200K/month, utility-driven delays on Section U projects cost the City an average of an additional $5.8 million per project, whereas the same delays on Joint Bidding projects added an average of $1.5 million.
- Utilities share in the cost of project overhead on Joint Bidding projects, and not on Section U projects. On Joint Bidding projects, these shared costs allowed the City to recoup an average of $1 million per project.
- There is no significant difference in the price of City items on contracts using Joint Bidding versus those using Section U. DDC analyzed bid amounts of City items and found no significant difference.
- There is no significant difference in M/WBE utilization on contracts with Joint Bidding versus Section U and the City is able to have oversight of M/WBE goals under Joint Bidding projects.

By bringing all private utility work into the City's contract and under the supervision of its licensed engineers, Joint Bidding was shown to save the City over $107 million per year. It is an essential tool for DDC and other capital agencies to coordinate underground infrastructure work with the private utility companies.

Introduction: NYC Public Infrastructure and Utility Interference (Continued)

Joint Bidding in 2025

Since the original 2004 authorization, the New York State legislature has passed updates and extensions to the Joint Bidding law four times, broadening the authorization citywide. Most recently, the authorization was extended in one-year increments to the end of 2025 and later to the end of 2026.

In parallel, DDC has continued to refine the terms and process of Joint Bidding to get work completed faster and more effectively. In the 20 years of the program, DDC has launched six distinct iterations of Joint Bidding that utilize different approaches to pricing and coordinating the utility work. With each iteration, DDC has incorporated lessons learned from prior implementation approaches with the goal of delivering the City's infrastructure program as efficiently and effectively as possible.

Legislation	Implementation
2004: First Joint Bidding Law. Limited to lower Manhattan. 10-year sunset.	2004: JB 1.0. Multiplier pricing for utility items + agreement between City and Utilities.
2014: Expanded JB authorization city-wide. 10-year extension.	2014: JB 2.0. Open bidding for City and Utility items.
	2014: JB 3.0. Returned to multiplier pricing for Utility items.
	2022: JB 4.0. Introduced fixed price list for Utility items.
2024: 1-year extension	2024: JB 5.0. Updated price list and introduced open bidding for Utility capital upgrades.
2025: 1-year extension	2025: JB-OC. Comprehensive overhaul. Open bidding for all City and Utility items + agreement among all parties.
2026: Seeking permanent or long-term extension from Albany	2026: Commitment to continued engagement and ongoing JB-OC program refinement.

JB-OC: A New Joint Bidding Model

Engagement Process

In October 2024, DDC initiated a formal working group with the goal of overhauling the Joint Bidding program to address concerns from prior implementation approaches. Led by DDC's Infrastructure Division, the working group included contractors and private utility companies who participated in over 20 all-team meetings and 20 additional breakout discussions.

Among the contractors who perform DDC's infrastructure work, the working group included seven contractors selected by their peers, including representatives of the General Contractors Association (GCA), the Roadway Contractors Association (RCA), and independent contractors not represented by either organization. Private utility companies included Con Edison, National Grid, Verizon/Empire City Subway, Altice and Charter Communications. While the core working group was comprised of technical team members, members of the groups' legal counsel participated in specific discussions.

The group engaged through a series of all-team meetings and breakout sessions focused on specific terms. In parallel, DDC drafted new contract language and the group provided comments and revisions on several successive drafts. As of this publication, the working group has reached agreement on the majority of new contract terms that balance the needs of the three parties. **With the key terms of the updated Joint Bidding program now finalized, DDC has committed to continuing a regular cadence of meetings to assess the JB-OC program and projects and address challenges as they arise.**

Outcome

The working group committed to advancing the following deliverables:

- Updated DDC construction contracts integrating the terms of the new Joint Bidding program, JB Open Competitive (JB-OC), described in detail below.
- Signed agreement among the City, the private utility companies, and the contractor associations formalizing roles and responsibilities. The 2025 Joint Bidding Agreement, which includes the terms of the JB-OC program, is incorporated into the contract for all joint bid projects and will be signed by the parties as a standalone agreement.
- Regular engagement and program reporting. DDC will continue to host regular roundtable discussions with the contractors and utilities, on a biannual basis at minimum, to review and assess the joint bidding program and approach. These discussions may guide changes to DDC's construction specifications or amendments to the agreement noted above. In addition, DDC will update its Utility Coordination Report annually.
- Long-term extension to the authorizing legislation. Working with legislators in Albany, the City will pursue a permanent or long-term extension to the Joint Bidding bill.

JB-OC: A New Joint Bidding Model (Continued)

JB Open Competitive

The terms of the new Joint Bidding program were developed to address concerns from prior approaches, including concerns with JB 4.0 that were not sufficiently addressed in JB 5.0. Called Joint Bidding Open Competitive (or JB-OC), the new program is intended to address the needs of all three parties – the City, private utilities, and contractors – in five key areas. These areas are summarized below, with the key terms of the contract further detailed in the section that follows.

1. Fair pricing.

Joint Bidding must provide for a fair and transparent way to price the utility work within the contract and equitably distribute the shared costs among the City and utility companies. JB 4.0 and JB 5.0 established a unit price list for utility items based on historic DDC bid data. However, such unit pricing did not consider the impact of specific site conditions, and some contractors found the unit pricing for certain items to be lower than their own price for the work.

To address these concerns and provide a more balanced bid, JB-OC provides for open competitive bidding on all items, including both City and utility work. The low bid is determined by the total combined cost, and the awarded contractor may convert their utility item bids to lump sums at the time of award. In addition, the utilities' obligation for shared project costs is clearly delineated.

KEY ITEM OF DISCUSSION: The low bid is calculated as the total of City and Utility work, and Utilities requested to be able to remove bidders when the Utility portion of the bid was deemed high. Under State law and Procurement Policy Board (PPB) rules, the City may only disqualify bidders who are determined to be non-responsive or non-responsible, and solely bidding higher on a portion of either the City or utility work does not qualify as a reason for removal. As a result, DDC was unable to comply with this request. However, the utilities will continue to participate in the bid analysis process on all JB contracts, and the agency will continue to closely monitor bid pricing on all items.

2. Accurate pre-engineering.

Having detailed, accurate drawings of existing utility locations and engineering design (called "pre-engineering") improves contractors' bids and prevents delays and cost overruns during construction. However, historic records of utility locations are extensive and often inadequate, and utilities' provision of detailed design drawings has been inconsistent. While in practice DDC has always requested pre-engineering during design, JB 4.0 and 5.0 did not stipulate specific requirements.

JB-OC includes detailed requirements for utility pre-engineering and lays out a process for coordination during design and bidding. In addition, the unit price bidding method, the contractor's option to convert the utility scope into a lump sum, and the ability to assess liquated damages for utility-caused delays all incentivize accurate pre-engineering.

JB-OC: A New Joint Bidding Model (Continued)

3. Clear roles and responsibilities.

Because contractors perform work on both City-owned and utility-owned facilities, the Joint Bidding language should establish clear obligations for all parties while maintaining the City's primary status as the contract-holder. Prior joint bid methods designated the private utilities as third-party beneficiaries to the construction contract but did not delineate their responsibilities to the City and its contractor.

JB-OC identifies clear obligations by the utility companies during each phase of the work, including for items such as pre-engineering, provision of specialty crews, and responsiveness to unforeseen conditions. The terms of the City's contract are conferred to utility companies on an item-by-item basis rather than as third-party beneficiaries to the entire contract — the City must maintain overall responsibility under the contract.

KEY ITEM OF DISCUSSION: Utilities requested to be included with full rights under the City's construction contract. However, since the City owns responsibility under the contract, it cannot have the Utilities or contractors as an equal party. Instead, Utilities identified specific items under which they required contractual protections, and these were added to the Joint Bid Agreement by the City.

KEY ITEM OF DISCUSSION: Insurance, liability, and indemnification remain under direct negotiation between Contractors and Utilities. Until full terms are negotiated, the City is requiring the contractor and utility to agree to indemnification on a project-by-project basis.

4. Timeliness.

All underground infrastructure projects experience some level of unknown existing conditions, even with adequate pre-engineering. When unforeseen work arises, maintaining the construction schedule requires timely decision-making by both the City and the private utility companies. In addition, specialty utility work that cannot be performed by the contractor's team requires timely coordination of utility specialty crews.

JB-OC provides specific timelines for decision-making on changes during construction, as well as for provision of utility specialty crews. It provides that the City may assess liquidated damages on the utility companies for failure to meet their schedule obligations under the contract, with time extensions granted when utilities cannot reasonably comply. This approach mirrors the contractors' own obligations for maintaining the project schedule.

KEY ITEM OF DISCUSSION: Utilities expressed concern about the City assessing liquidated damages when they are unable to provide information or specialty crews in a timely manner. DDC recognizes the scale and scope of the utilities' infrastructure, and that emergencies frequently arise, and provided a process for the utilities to request a reasonable time extension that will not be reasonably denied. Liquidated damage amounts will be the same for the contractor and the utilities. Should DDC assess order-out penalties on a utility under the Administrative Code, liquidated damages will not be assessed simultaneously.

JB-OC: A New Joint Bidding Model (Continued)

5. Streamlined administration.

During construction, all parties benefit from clearly defined project oversight protocols, points of responsibility, and measures for the resolution of disputes.

JB-OC lays out clear roles and responsibilities for all parties, including the City's Resident Engineer (RE) with primary oversight responsibility for all work and a utility project manager authorized to make binding decisions so the work can proceed. For disputes between the contractor and utilities, the contract replaces arbitration with a Dispute Resolution Board that is faster and allows both parties to select expert board members to resolve the dispute fairly.

Key Terms of JB-Open Competitive

Joint Bidding is integrated into the City's construction projects via the Joint Bidding Agreement, an exhibit to the Construction Contract. The 2025 Joint Bidding Agreement, or JB Open Competitive, includes the following key terms.

Agreement among all parties. Incorporated into the construction contract for joint bid projects, the 2025 Joint Bidding Agreement comprises an agreement among the City, the utility companies, and the contractor associations who agree to be bound by the mutual promises and terms established there. In addition, the 2025 Joint Bidding Agreement explicitly indicates the terms of the City's Standard Construction Contract to which the utilities are a party.

Bid, Award, and Pricing for Utility Work. All items are bid as unit price items. The City and the Utilities coordinate to provide a single Bid Schedule with all items anticipated in the contract and their expected quantities. Bidders provide a unit price for each item, and the low bid is calculated on the total bid amount including both City and Utility work. JB-OC includes an option to convert from unit pricing to a lump sum for a Utility's work upon contract award, not to exceed the bid amount for utility items. The contractor and Utility agree to the specific payment terms and provide them to the City.

JB-OC identifies costs that are to be shared by the City and the Utilities, including maintenance of site, items pertaining to maintenance and protection of traffic, engineer's field office, work related to Stormwater Pollution Prevention Plans (SWPPP), mobilization, and any early completion incentives or acceleration where applicable. The shared costs are divided among the City and Utilities in proportion to the value of their work. Monthly throughout the project, the City compiles all costs and sends an invoice to the private utilities.

Pre-Engineering. JB-OC stipulates that each utility is responsible for pre-engineering their facilities, both underground and overhead, and providing a comprehensive set of drawings, specifications, estimated quantities and cost estimates. At the start of design, utilities are required to provide utility location information supported by test pits where needed. During design, the City and utilities are required to coordinate preliminary and final design layouts and participate in alignment meetings to identify layouts

JB-OC: A New Joint Bidding Model (Continued)

that efficiently and cost-effectively avoid disturbances to utility facilities. When the City and utilities agree on an alternate layout for City facilities to accommodate utility facilities (called "City Accommodations"), the utilities pay any incremental additional cost to cover the extra City cost.

Project Administration. JB-OC lays out clear obligations for all three parties with respect to project oversight and construction administration with the shared goal of maintaining the project schedule. All parties must cooperate, provide the requisite personnel with authority to act on behalf of their respective organizations, and work together to prevent delays.

The City's Resident Engineer (RE), a licensed professional engineer, is responsible for overseeing all work, tracking quantities and maintaining records of both City and Utility items, processing payment requisitions, and monitoring and inspecting quality.

The Utilities are responsible for ensuring that all information and Utility-provided materials are furnished in a timely manner, decisions are made quickly so as not to delay construction, and any utility specialty crews (for work that cannot be performed by the City's contractor) are provided in compliance with the construction schedule. Utilities must provide a Project Manager who is authorized to render binding decisions, coordinate on behalf of the Utility, and inspect the quality and quantity of Utility work.

The Contractor is responsible for furnishing a construction schedule that identifies all Utility-related work, and the Utilities must certify its accuracy, and that layouts and specialty crews will be made available to meet the schedule. Lastly, JB-OC lays out protocols for recurring coordination meetings, including meetings between the City and Utilities for all Joint Bid projects to proactively address challenges.

Timeliness. The JB-OC contract explicitly recognizes that time is of the essence by integrating requirements for timely response by the Utilities and provision for liquidated damages when Utilities are determined to be solely responsible for a schedule delay. Such circumstances include failure by the Utilities to provide layouts, specialty contractors, or other information in compliance with the project schedule or to provide a timely scope of work for unforeseen Utility work. Contractors may also be compensated for downtime when they are caused by the Utility to completely stop work at a currently mobilized location. The City recognizes that certain conditions like weather and emergencies may delay responses, and JB-OC provides for reasonable time extensions when requested by the Utility. This is in addition to the existing liquidated damage and time extension requirements applied to the Contractor due to delays that are within their control.

Extra work. JB-OC provides for extra Utility work that was not anticipated in pre-engineering or included in the contractor's bid. For items that were included in the bid schedule, JB-OC introduces a sliding scale for overruns. The bid price applies to all items up to 125% of their

JB-OC: A New Joint Bidding Model (Continued)

bid-estimated quantity, whereas items that exceed the bid-estimated quantity by over 400% are subject to 2x the original bid price (overruns between 125% and 400% are to be priced between 1.25 and 1.75x the bid price). Overruns related to design changes on the City items are not subject to the sliding scale.

For new Utility items not included in pre-engineering or the bid schedule, the contractor must immediately notify the Utility, and the Utility must respond with a scope of work and proposed layout within five days.

A Utility Extra Work Allowance (EWA) is utilized to provide pre-registered contingency funding for extra work, allowing contractors to be paid quickly for overruns while negotiations are ongoing.

Any disputes regarding the scope or cost of extra work are resolved through the Dispute Resolution Board process described below.

Dispute Resolution. JB-OC provides a clear path for resolution of disputes between the contractor and Utility when they are unable to come to agreement on extra work or other matters. In these cases, the contractor and Utility directly negotiate a solution via the Utility Expanded Work Allowance. If this is unsuccessful, they raise the dispute to specified DDC personnel, who issue a determination within a set period. If either of the parties disagrees with the determination, they may submit a Dispute Statement that commences the Dispute Resolution Board (DRB) process as described in the Joint Bid Agreement. The DRB issues a recommended solution to resolve the dispute, which parties may either accept or reject. The DRB's final decision requires compliance by the parties, whether or not it has been accepted by both parties. The procedure requires that the work be continued throughout the DRB process.

Project Cohort and Initial Bid Data Findings

Beginning in January 2025, DDC began integrating new JB-OC contract language into its bids. Since the terms of the program remained under development, the early JB-OC projects were treated as a pilot cohort, with updates being made to contract language between each bid. DDC is now integrating final JB-OC contract language into all applicable FY26 bids.

Between January and November, DDC bid nine projects in its pilot cohort. For each bid, the private utility companies were given the option to participate in Joint Bidding under the JB-OC terms or to opt out and utilize the terms of Section U. Within this pilot cohort, all utilities opted in to all nine bids.

JB-OC: A New Joint Bidding Model (Continued)

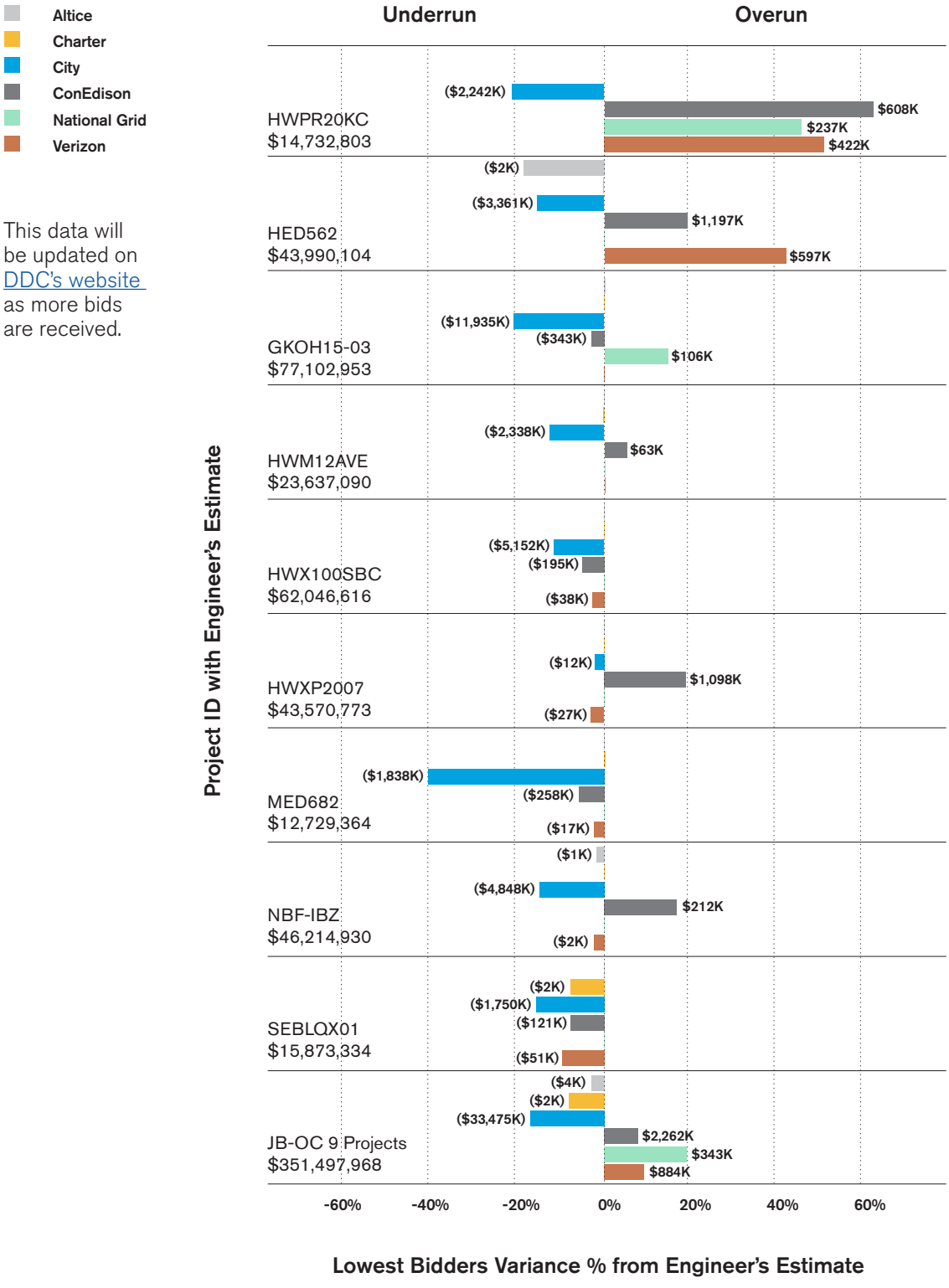
DDC collects detailed bid data on all projects in its infrastructure portfolio, including unit pricing for every item in every bid. DDC analyzed bid data for the nine pilot projects with a focus on the variance between the Engineer's Estimate and the low bidder's price for each item. Note that the City and the utility companies each provide the Engineer's Estimate for their own items, and the variance percentage is calculated as the difference between the lowest bid and the Engineer's Estimate, divided by the Engineer's Estimate. The analysis showed the following range in the low bidder's cost relative to the Engineer's Estimate:

- City items ranged from a 35% underrun (where the low bid amount is lower than the Engineer's Estimate) to a 0% underrun, with a median 12% underrun across all nine bids
- Con Ed items experienced a median overrun of 2% above the Engineer's Estimate. While seven projects were found to fall within 15% of the Engineer's Estimate (from 5% underrun to 14% overrun), two projects experienced greater overruns (with the HED562 project overrun by 22% and the HWPR20KC project overrun by 62%).
- National Grid experienced a median overrun of 4%. While three projects fell within 15% of the Engineer's Estimate (ranging from a 0% underrun to an 8% overrun), the HWPR20KC project experienced a high overrun of 42%.
- Verizon experienced a median overrun of 0%. While seven projects fell within 15% of the Engineer's Estimate (ranging from a 6% underrun to a 1% overrun), the HWPR20KC project experienced an overrun of 47% and the HED562 experienced an overrun of 44%.

While the median bid variance was limited, as described above, the higher variance in some projects may be attributable to the level of risk associated with inadequate pre-engineering and/or multi-site projects.. DDC expects that the bid variance will decrease over time as utility pre-engineering and design phase coordination improve under the terms and provisions of JB-OC.

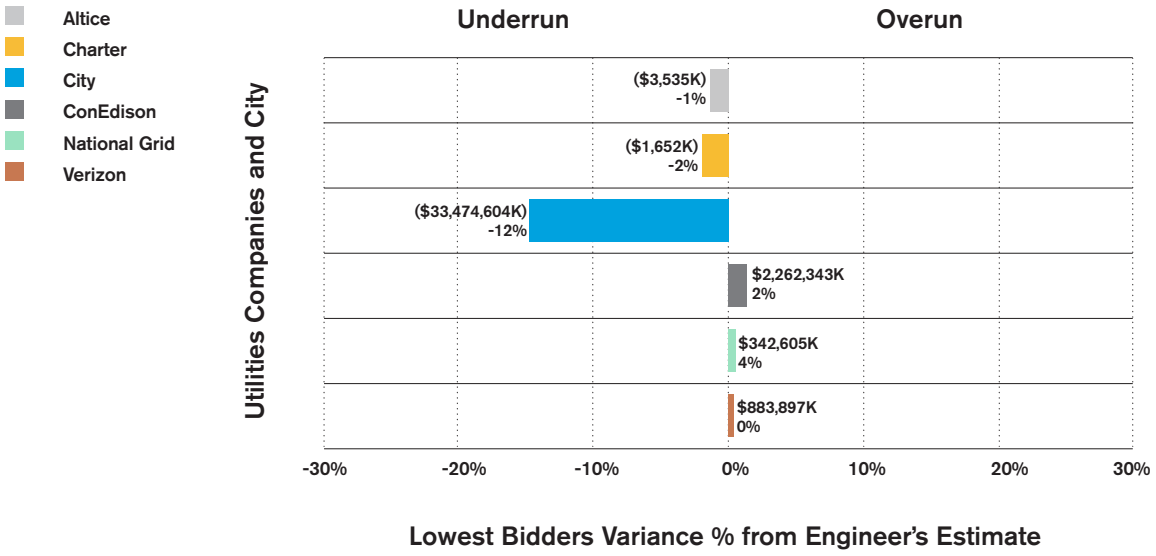
Given the limited number of JB-OC contracts bid to date, and since JB-OC projects are just entering construction, DDC's ability to report on initial bid and performance data is limited to the analysis above. In 2026, DDC's Utility Coordination Report will include data on an additional 25-35 bids and initial schedule and cost performance metrics.

Variance % of Engineer's Estimate to Lowest Bidder by JB-OC project ID with Engineer's Estimate



This data will be updated on DDC's website as more bids are received.

Median Variance % Of Engineer's Estimate to Lowest Bidder by JB-OC Utility Companies and City



Next Steps

The 2025 Joint Bidding Agreement, or JB-OC, will be incorporated in all forthcoming bids for the FY26 bid season. In parallel, DDC continues to sponsor regular engagement with the working group. The team will closely monitor JB-OC projects as they enter the construction stage to assess the program, troubleshoot challenges, and make refinements to the contract language as needed.

Working Together to Improve Coordination

Alongside developing the new JB-OC program with the working group, DDC and the Utilities have partnered to improve pre-engineering and coordination during design and pre-construction phases. Near-term improvements include cross-training of City and Utility teams, focus on lowest total cost design, and improved site investigations prior to construction. Long term, the goal is to foster an integrated, collaborative design process to advance the most efficient engineering design for City and Utility facilities together.

Cross-Training

To improve coordination during the design stage, DDC and Con Ed initiated cross-training for their design and survey teams. The first training was hosted by Con Ed in October to train DDC design personnel on Con Ed's electrical, gas, and steam systems, as well as how to read and interpret Con Ed's maps and records. This training will enable DDC's in-house and consultant engineers to better distinguish lines that are difficult, dangerous and costly to move from those that can be easily relocated, yielding better and less costly designs from the start. This training will also enable DDC's teams to more accurately target certain areas for mass excavation (fully opening the street and removing soil from curb to curb) when it is most efficient for the type of utility relocation required.

The next Con Ed training will focus on DDC's survey and mapping personnel, equipping them to better represent Con Ed's facilities on their drawings and prepare design teams with the requisite information. DDC has commenced meeting with Verizon to host similar cross-trainings in early 2026. In parallel, Utility personnel will attend Watermain Training co-led by DDC and ACEC, as well as DDC's internal staff training on City-owned infrastructure. With a better understanding of each partner's systems and its constraints, all parties will be better equipped to determine the lowest total cost design that avoids potential conflicts.

Emphasis on Lowest Total Cost Design

Improved design phase coordination in JB-OC allows the City and Utilities to partner in selecting a design that will result in the lowest total cost and installation schedule. When a design is selected that would change the City work to accommodate Utility lines, the Utilities pay for the cost of the change in order to facilitate a lower overall cost.

For example, if a new City catch basin would interfere with utility lines near the curb, the catch basin could be offset into the sidewalk with a chute connection. Adding a chute connection costs $15-20K but can prevent utility relocations costing more than $100K and adding time to the construction schedule. The time savings achieved through the redesign directly benefit taxpayers and can lead to more City funded projects. In this case, the private utilities would pay the extra cost of the chute connection instead of paying to relocate their lines, and all parties benefit from the lowest total cost design that can be completed faster with fewer interferences and potential construction delays.

Working Together to Improve Coordination (Continued)

Enhanced Pre-Engineering and Pre-Construction Investigations

DDC and the utility companies engage in 'alignment meetings' at key milestones to coordinate their scopes and identify efficient design solutions. Since 2024, the utilities have begun enhancing early-stage coordination and improving pre-engineering.

Con Ed has increased the resources dedicated to pre-engineering, performing significantly more test pits in 2024 and 2025 than in previous years, and is in the process of hiring new staff for their in-house pre-engineering team. This additional staff will allow Con Ed to advance more projects simultaneously, improve response times, and enhance constructability review. Instead of waiting for the alignment meeting to begin designing the interference scope, Con Ed is now beginning their analysis at project kickoff. Verizon has begun exploring similar improvements.

For projects with multiple locations, DDC and Con Ed are partnering to enhance coordination of Con Ed's relocation efforts during the pre-construction stage. For example, DDC delivers pedestrian ramp projects on behalf of NYC DOT, with dozens or more locations within a single contract. On 14 complex pedestrian ramp projects in 2024, DDC, Con Ed, and the contractor engaged in monthly coordination meetings to review project locations and identify the potential for advance relocations of utility lines. Con Edison reported a 50% increase in test-pitting capacity due to improved forecasting of required relocations and construction start dates. This level of coordination benefits all three parties and saves time and money.

Conclusion and Next Steps

DDC and its partner agencies are responsible for building and upgrading the nation's most complex network of underground infrastructure — work made increasingly urgent by the demands of climate change and a growing population. **By providing the tools, processes, and contractual obligations to coordinate City and private utility work, Joint Bidding is key to delivering DDC's $12.3 billion infrastructure program.**

From 2024 through 2025, DDC and the working group of utilities and contractors partnered to completely overhaul the Joint Bidding program, addressing long-standing challenges in utility coordination through a new bidding approach and comprehensive agreement among the parties. DDC has already incorporated the new program into the first nine bids, while continuing to refine the terms, and anticipates including JB-Open Competitive in another 25-35 bids through the end of FY26. In parallel, the agency will continue meeting regularly with the working group to assess the program, troubleshoot challenges as they arise, and identify any changes that may be needed.

A permanent or long-term extension to the Joint Bidding law is essential to the viability of the City's infrastructure program. This extension will be bolstered by a commitment to regular engagement among the City, private utilities, and contractor group to ensure the implementation of the program addresses the needs of all parties to support effective, timely delivery.

Appendix

Working Group Members

NYC Department of Design and Construction

- Tom Wynne, Deputy Commissioner, Infrastructure
- Rich Jones, Chief Engineer
- Martin Reda, Senior Program Coordinator, Infrastructure

Private Utility Companies

- Altice
  - Al Clark, Senior Director
- Charter
  - John Piazza, Construction Manager
- Con Edison
  - Cherno Cham, General Manager
  - John Minucci, Department Manager, Construction
  - Dennis Brady, Department Manager, Engineering
  - Michael Gargano, Section Manager, Engineering
- Crown Castle
  - Anthony Veraldi, Fiber Engineering Manager
- National Grid
  - Neville Jacobs, Managing Engineer
- Verizon
  - Robert Connoly, Director of Operations
  - Mehmet Faith Akdag, Associate Director
  - Sandra Smith, Associate Director

Contractors

- ADC Construction LLC – RCA Member
  - Domenick Cipollone, Principal
- CAC Industries Inc. – GCA Member
  - Michael Capasso, Founder and President
- Halcyon Construction Corporation – Independent
  - Sal Leopoldo, Executive Vice President
- JLJ IV Enterprises Inc – RCA Member
  - Ray Rudolph, COO
  - Mike Cervoni, Project Executive
- JPL Industries – RCA and GCA Member
  - Joseph Pizzirusso, Vice President
- JR Cruz Corporation – GCA Member
  - Everett Cruz, CEO
  - Peter Lauro, President
- P & T 2 Contracting Corp - Independent
  - Dan McCallan, Principal

Working Group Process

- **General Session:** All participants
  TOTAL COUNT: 21
- **Breakout Session:** Single topic discussion with subset of participants from DDC, Utilities, and Contractors
  TOTAL COUNT: 20
- **Individual Session:** General discussion with DDC and Contractors or Utilities
  TOTAL COUNT: 7

Note that Legal Counsel was not included in the working group sessions below except where indicated.

Meeting Number	Date	Topic	Attendees (group)	Meeting Type
1	11/05/24	Coordinated Street Construction	Coordinated Street Construction	Individual Session
2	11/15/24	Meeting Recap and Agenda Prep	DDC, Contractors	Individual Session
3	12/6/24	Coordinated Street Construction	DDC, Contractors	Individual Session
4	12/10/24	JB Working Group Kickoff	DDC, Utilities, Contractors	General Session
5	12/20/24	JB Page Turn	DDC, Utilities, Contractors	General Session
6	01/03/25	JB Page Turn	DDC, Utilities, Contractors	General Session
7	01/21/25	JB Agreement Review Discussion	DDC, Utilities, Contractors	General Session
8	01/28/25	JB-OC Finalization	DDC, Utilities, Contractors	General Session
9	02/14/25	JB Open Items Wrap Up	DDC, Utilities, Contractors	General Session
10	02/21/25	JB Open Items Wrap Up	DDC, Utilities, Contractors	General Session
11	02/28/25	JB Open Items Wrap Up	DDC, Utilities, Contractors	General Session

Working Group Process (Continued)

Meeting Number	Date	Topic	Attendees (group)	Meeting Type
12	03/11/25	JB Open Items Wrap Up	DDC, Utilities, Contractors	General Session
13	03/13/25	DDC/Utilities JB-OC Discussion	DDC, Utilities, and their Legal Counsels	Individual Session
14	03/25/25	JB-OC Open Discussion	DDC, Utilities, Contractors, and their Legal Counsels	General Session
15	03/31/25	DDC/Utilities JB-OC Bid Analysis Discussion	DDC, Utilities	Individual Session
16	04/01/25	JB-OC Sub-Panel: Overheads	DDC, Utilities, Contractors	Breakout Session
17	04/02/25	JB-OC Sub-Panel: Lump Sum	DDC, Utilities, Contractors	Breakout Session
18	04/07/25	JB-OC Sub-Panel: Lump Sum	DDC, Utilities, Contractors	Breakout Session
19	04/10/25	JB-OC Sub-Panel: Arbitration	DDC, Utilities, Contractors, and their Legal Counsels	Breakout Session
20	04/10/25	JB-OC Sub-Panel: Overheads	DDC, Utilities, Contractors	Breakout Session
21	04/17/25	DDC/Utilities Over-heads Discussion	DDC, Utilities	Individual Session
22	04/22/25	JB-OC Sub-Panel: Overheads	DDC, Utilities, Contractors, and their Legal Counsels	Breakout Session
23	04/23/25	JB-OC Sub-Panel: Lump Sum	DDC, Utilities, Contractors	Breakout Session
24	04/24/25	JB-OC Sub-Panel: Overheads	DDC, Utilities, Contractors	Breakout Session

Working Group Process (Continued)

Meeting Number	Date	Topic	Attendees (group)	Meeting Type
25	05/01/25	JB-OC Contract Language for Utility Work Items	DDC, Utilities, Contractors, and their Legal Counsels	General Session
26	05/08/25	JB-OC Full Team Regroup	DDC, Utilities, Contractors, and their Legal Counsels	General Session
27	05/22/25	JB-OC Sub-Panel: Lump Sum Conversion	DDC, Utilities, Contractors, and their Legal Counsels	Breakout Session
28	05/28/25	JB-OC Sub-Panel: Arbitration	DDC, Utilities, Contractors, and their Legal Counsels	Breakout Session
29	05/28/25	JB-OC Sub-Panel: Lump Sum	DDC, Utilities, Contractors	General Session
30	05/28/25	JB-OC Sub-Panel: Overheads	DDC, Utilities, Contractors	Breakout Session
31	05/29/25	JB-OC Full Team Agreement Review	DDC, Utilities, Contractors, and their Legal Counsels	General Session
32	06/17/25	JB-OC Sub-Panel: Lump Sum and Overheads	DDC, Utilities, Contractors	Breakout Session
33	06/17/25	JB-OC Attorney Meeting	DDC and their Legal Counsel, Utilities, Contractors	Breakout Session
34	06/23/25	JB Sub Panel-Arbitration with Legal	DDC, Utilities, Contractors, and their Legal Counsels	Breakout Session
35	06/26/25	JB-OC Full Team Agreement Review	DDC, Utilities, Contractors, and their Legal Counsels	General Session
36	07/8/25	DDC/Utilities Overheads Discussion	DDC, Utilities	Individual Session

Meeting Number	Date	Topic	Attendees (group)	Meeting Type
37	07/10/25	JB-OC Legal Terms (Delay Claims, Extra Work and Indemnity)	DDC, Utilities, Contractors, and their Legal Counsels	General Session
38	07/17/25	JB-OC Legal Terms (Delay Claims, Extra Work and Indemnity) Pt. 2	DDC, Utilities, Contractors, and their Legal Counsels	General Session
39	07/24/25	JB-OC Legal Terms (Delay Claims, Extra Work and Indemnity) Pt. 3	DDC, Utilities, Contractors, and their Legal Counsels	General Session
40	09/23/25	JB-OC Full Team Regroup	DDC, Utilities, Contractors	General Session
41	10/23/25	JB-OC Indemnification Pt. 1	DDC, Utilities, Contractors, Legal Counsel	Breakout Session
42	10/28/25	JB-OC Full Team Regroup	DDC, Utilities, Contractors	General Session
43	10/31/25	JB-OC Indemnification Pt. 2	DDC, Utilities, Contractors, Legal Counsel	Breakout Session
44	11/07/25	JB-OC Indemnification Pt. 3	DDC, Utilities, Contractors, Legal Counsel	Breakout Session
45	11/14/25	JB-OC Indemnification Pt. 4	DDC, Utilities, Contractors, Legal Counsel	Breakout Session
46	11/21/25	JB-OC Indemnification Pt. 5	DDC, Utilities, Contractors, Legal Counsel	Breakout Session
47	12/05/25	JB-OC Indemnification Pt. 6	DDC, Utilities, Contractors, Legal Counsel	Breakout Session
48	12/16/25	JB-OC Full Team Regroup	DDC, Utilities, Contractors	General Session