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# Joint Bidding and Utilidors

David Varoli, Deputy Commissioner / General Counsel  
Rich Jones, Chief Engineer

# Utilities in the NYC Right-of-Way

- Franchise Agreements
- Support and Protect Requirements
- Order-out Requirements
- But how do we actually manage these requirements?

# Old method: Lawsuits and Order-outs

- City would just order out utilities when we found them
- Minimal to no pre-engineering and coordination

# Diamond Asphalt

- DOT attempts to change utility coordination in the '90s
- 1996 lawsuit
- Driver for the next steps

# Next method: Section U

- City would coordinate with Utilities during design to identify S&P scope
- Section U language in City contract would transfer S&P responsibility to the City Contractor
- Low bidder is selected on City work only
- City Contractor and Utility required to enter into private agreement for S&P work

# EP-7 Gas Cost-Sharing Agreement

- Setting aside the cost implications for the City and the gas companies, this effectively functioned as joint bid for gas S&P on DEP scope.
- This required a state law in 1988 authorizing EP-7
- S&P scope listed in the City contract and bid on by the Contractors
- Low bidder is selected on combined City and EP-7 work
- Being sunset by DEP, all EP7 work will become JB work

# Final method: Joint Bidding

- City scope and Utility scope listed in the City contract
- Can include Utility S&P scope and capital scope
- Low bidder is selected on combined scope
- Utilities are partners in the execution of the construction contract
- 2004 law for Lower Manhattan
- 2014 law for the rest of NYC

# But wait there's more



# Joint Bidding Methods

- The final method is actually multiple methods:
  - JB 1.0: Lower Manhattan, single bid multiplier
  - JB 2.0: Citywide, open unit price
  - JB 3.0: Citywide, single bid multiplier
  - JB 4.0: Citywide, fixed Price List
  - JB 5.0: Citywide, fixed Price List
  - JB-OC: Citywide, open unit price with 3-party agreement
- The different methods all achieve the same contractual things, but use different bidding mechanisms

# Utilidor Legal Concerns

- Who owns it?
- Who maintains it?
- How does it interact with other ROW components?
- What legal agreements do we need?

# Who Owns the Utilidor?

- The government (City)
- One utility
- A new utility entity

# Who Maintains the Utilidor?

- Utility tenant model, like telecoms
- Every party fixes the things they break

# Utilidor ROW interactions

- Other utilities outside the utilidor
- Green Infrastructure
- Curbs / bus bulbs / neckdowns

# Legal agreements

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**THANK YOU!**

