STATE OF LOUISIANA NEW MISSISSIPPI RIVER BRIDGE

ST. FRANCISVILLE TO NEW ROADS
INCLUDING APPROACHES AND CONNECTING ROADWAYS
ROUTE LA 10

WEST FELICIANA AND POINTE COUPEE PARISHES

DESIGN-BUILD PROJECT

STATE PROJECT NO. 052-02-0024, et. al.

SCOPE OF SERVICES PACKAGE PART 5 UTILITY REQUIREMENTS





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APPENDIX A – UTILITY RELOCATION AGREEMENTS

APPENDIX B – UTILITY RELOCATION AGREEMENT STATUS LOG

APPENDIX C – LOCATION OF POTENTIAL UTILITY CONFLICTS

1.0 INTRODUCTION

Part 5 – 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 in their facilities. These changes may be made by the Utility employees or by contract within the limits of or adjacent to this Project and may be both temporary and permanent.

Potential Utility conflicts associated with the preliminary design will be identified and brought to the attention of Utility companies.

The Design-Builder shall abide by this Part 5 – Utility Requirements. The Design-Builder shall also abide by and fulfill the requirements related to Utility facilities or systems included in other Contract Documents.

Existing Utility location information is shown in Appendix A to this Part 5 – Utility Requirements and in Part 6 – Scope of Services Package Plans. Some preliminary cost estimates and some preliminary design has been included by the LA DOTD in Appendix A for some of the utilities. However, where utilities are either category 2 or 3, the Design-Builder shall be responsible for working with the appropriate utility to establish cost estimates for the work and, where necessary, design to complete the work.

See Part 1 - Agreement, Appendix A – Project Scope.

2.0 GENERAL

Numerous Utilities have been identified which may be affected by the Project. The Design-Builder shall be responsible for resolving all Utility conflicts on the Project, except as otherwise specified.

UTILITY	SERVICE TYPE
BellSouth Telecommunication	Telephone
Charter Communications	Cable television
City of New Roads	Water and sewer
Colonial Pipeline Company	Gasoline and oil
DEMCO	Electric
Duke Energy Gas Transmission Corporation	Petroleum product
ENTERGY	Electric transmission
Pointe Coupee Electric Membership Corporation	Electric transmission and distribution
Pointe Coupee Parish Police Jury	Sewer
Gravity Sewer District Number 1	
Pointe Coupee Utilities	Gas
West Feliciana Consolidated Water District 13	Water
Williams Gas Pipeline	High Pressure Gas
Wiltel Communication	Fiber optic

2.1 UTILITY COORDINATION

The Design-Builder shall coordinate its design and construction efforts with Utility Owners that may be performing their own design and construction.

All highway design and construction Work performed by the Design-Builder shall be coordinated with the Utility Owners and shall be subject to utility regulations and applicable provisions of the Contract Documents.

The Louisiana Department of Transportation and Development (LA DOTD) will provide notification to the Utility Owners regarding their obligations. The Design-Builder shall notify the LA DOTD at least two working days in advance of each meeting with a Utility Owner's representative scheduled by the Design-Builder and shall allow the LA DOTD the opportunity to participate in the meeting. The Design-Builder shall also provide to the LA DOTD copies of all correspondence between the Design-Builder and any Utility Owner within seven calendar days after receipt or sending, as applicable.

2.2 UTILITY RELOCATION DESIGN

The responsibility for the design of Utility Relocations will be specified in the Utility Agreements. If no Utility Agreement exists, the design of Utility Relocations shall be by the Design-Builder in coordination with the Utility Owners and shall be clearly indicated on the Utility Relocation plans.

2.3 SCHEDULING UTILITY RELOCATION WORK

The Design-Builder shall allow for the time required for Utility Owners to accomplish the tasks and activities for which they are responsible in its Baseline Progress Schedule and monthly updates, as specified in the Utility Agreements.

2.4 UTILITY DESIGN AND CONSTRUCTION CONSTRAINTS

All Utilities (whether designed and/or constructed by the Design-Builder or the Utility Owner) along the Project that are to be newly installed, relocated, or upgraded shall be placed in accordance with the LA DOTD's utility regulations and policies, unless otherwise Approved by the LA DOTD. *See* Part 3 - Design Requirements.

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 is responsible for protecting any and all Utilities in order to permit construction of the Project.

2.5 STANDARD OF CARE APPLICABLE TO UTILITY WORK

The Design-Builder shall contact Louisiana One Call prior to commencing any Work and shall be responsible for requesting mark outs for Utilities which are not members of the One Call system. 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 LA DOTD. At the completion of the Work the condition of all Utilities shall be as safe and permanent as before.

If any Utilities are damaged by the Design-Builder, it shall notify the affected Utility Owners, which may cause the damage to be repaired at the Design-Builder's expense. All such repairs shall be performed in a good and workmanlike manner. If the Design-Builder fails to make any required payment within 30 working days after the repairs have been completed and Design-Builder's receipt of the Utility

Owner's invoice therefore, the LA DOTD shall have the right to pay the Utility Owner from the LA DOTD's funds and 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 Quality Plan.

2.6 FAILURE OF UTILITY OWNERS TO COOPERATE

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 LA DOTD immediately of such problem. After such notice, the Design-Builder shall continue to diligently seek to obtain the Utility Owner's cooperation and shall assist the LA DOTD as reasonably requested by the LA DOTD with regard to the problem.

3.0 UTILITY GROUPS

Utilities affected by the Project fall into one of two groups based on the extent of Utility information gathered as part of the preliminary design, namely Utility Group A and Utility Group B.

3.1 UTILITY GROUP A

Utility Group A are those Utilities which have been identified with a specific Utility Owner. The LA DOTD has collected extensive data for Utility Group A. Utility Group A includes a total of 12 Utility owners.

The Design-Builder's responsibilities for Utility Group A shall include the following:

- A) Verifying Utility locations;
- B) Locating Utilities and identifying potential conflicts not previously identified;
- C) Providing information to the LA DOTD to assist in acquiring additional Right-of-Way (ROW) or easements, if necessary; and
- D) Coordinating and/or designing and constructing Utility Relocations and/or new Utilities and the protection of existing Utilities in accordance with this Part 5 Utility Requirements.

3.2 UTILITY GROUP B

Utility Group B includes all those Owners of Utilities not yet identified. The Design-Builder's responsibilities for Utility Group B shall be the following:

- A) To take the lead in identifying the ownership of each facility or line identified which requires either relocation or protection; and
- B) All responsibilities listed for Utility Group A.

4.0 COORDINATION REQUIREMENTS

The Design-Builder shall provide information as required and maintain close coordination with the LA DOTD and Utility Owners to achieve timely relocations.

4.1 PRIOR LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT ACTIONS

The Louisiana Department of Transportation and Development has coordinated its efforts with all known Utility Owners and has completed the following activities:

- A) Developed a contact list;
- B) Identified potential Utility conflicts;
- C) Developed a set of existing Utility Plans identifying known existing Utility facilities; and
- D) Developed Utility Relocation Agreements...

4.2 DESIGN-BUILDER'S COORDINATION REQUIREMENTS

The following requirements identified by the LA DOTD are highly important to the Utility Owners. The Design-Builder shall conduct the following activities:

- A) Keep Utility Owners well informed of construction schedules and notify the Utility Owners at least 24 hours in advance of any Work in the vicinity of the Utility Owners' facilities;
- B) Keep Utility Owners well informed of changes that affect their own Utility facilities;
- C) Give the Utility Owners 48 hour notice of potential impacts to service;
- D) Ensure Utility Owners are involved in making the decisions that affect their own facilities so Utility Owners are able to provide uninterrupted service to their customers or minimize interruption of services;
- E) Cooperate with the Utility Owners to solve relocation and/or installation issues to the extent that such relocations and/or installations are consistent with the Design-Builder's Scope of Work as otherwise set forth in the Contract Documents and without causing the LA DOTD 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 LA DOTD has developed with the Utility Owners; and
- G) Coordinate with those Utility Owners that perform their own Work by scheduling adequate time to accomplish their Work, as per the Utility relocation agreement.

4.3 DESIGN REVIEWS

The Design-Builder shall invite affected Utility Owners to participate in all of the Design-Builder's and the LA DOTD's Design Reviews (see Part 2 – DB Section 100, DB Section 111).

Some Utility Owners will design and construct any required Utility Relocations and/or revisions for their Utilities. The Design-Builder shall be required to correlate these Utility designs into its own design prior to the Design Review.

4.4 MEETINGS AND COORDINATION

Within 15 working days of Notice to Proceed (NTP), the Design-Builder shall schedule meetings with each Utility Owner, the Design-Builder, and the LA DOTD. 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, and 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 LA DOTD 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 LA DOTD's Key Personnel with responsibilities for Utilities. The Design-Builder and the LA DOTD 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) that have facilities in the areas reviewed within five working days after the meeting date.

5.0 DESIGN REQUIREMENTS

The design and construction of the Utility Relocations and protections-in-place for the Project assigned to the Design-Builder shall be in accordance with the requirements listed in Section 5.1. The Design-Builder shall obtain clarification of any unresolved ambiguity prior to proceeding with design or construction.

5.1 PRECEDENCE OF UTILITY REQUIREMENTS

Notwithstanding Part 2 - DB Section 100, DB Section 102-1 in design and construction of Utilities, the following order of precedence shall apply unless otherwise specified:

- A) Utility Owner requirements, as per the Utility Relocation Agreements;
- B) Louisiana Department of Transportation and Development regulations and any other applicable codes and standards;
- C) Part 2 Design-Build Section 100;
- D) Part 4 Design-Build Special Provisions;
- E) Part 3 Design Requirements and Performance Specifications, Appendix A Performance Specifications, Environmental Mitigation and Compliance Performance Specification; and
- F) Part 6 Scope of Services Package Plans.

6.0 RESPONSIBILITIES

6.1 DESIGN-BUILDER (UTILITY GROUPS A & B)

The Design-Builder shall be responsible for coordinating its design and construction Work with Utility Work as indicated herein and in Appendix A to this Part 5 – Utility Requirements, subject to the exclusions set forth in Part 2 – DB Section 100, DB Section 104-8.2.

The Design-Builder shall assist to 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 shown on the preliminary design that are affected by the construction, the Design-Builder shall notify the LA DOTD within 24 hours of discovery. The Design-Builder and the LA DOTD shall cooperate in identifying and notifying the Utility Owner.

6.1.1 Cost of Temporary Relocations

The Design-Builder shall be responsible for the cost of temporary Utility Relocations, including the cost of temporary easements, necessary to accommodate its own construction operations and/or methods except as specified in the Contract Documents.

6.1.2 Relocation Permits

The Utility Relocation Agreement will serve as the utility permit for the purposes of this Project. Any water or sewer Utility relocations additionally require permits from the Louisiana Department of Health and Hospitals. If the Design-Builder is responsible for the relocation of a water or sewer Utility, it shall be the Design-Builder's responsibility to obtain the permit from the Louisiana Department of Health and Hospitals.

6.1.3 Additional Right-of-Way and/or Easements

The Design-Builder shall follow the procedures outlined in Part 2 – DB Section 100, DB Section 107-22 if additional ROW or easements are required for the Relocation of any Utilities.

6.1.4 Point of Contact

The Design-Builder shall coordinate, cooperate, and work with the contact person designated by the Utility Owner.

6.1.5 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.

6.1.6 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 LA DOTD or the Utility Owner.

6.1.7 Components of Utilities

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

6.1.8 Utility Owner's Right to Inspect

The Utility Owner may have the right to inspect the Work on its facilities that is to be performed by the Design-Builder. The inspection shall be governed by the terms of the Utility Relocation Agreements.

6.1.9 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 cost and/or schedule delays related to the change.

6.1.10 Abandoned Utilities

Unless specifically noted otherwise in the Contract Documents or Utility Relocation Agreements or directed otherwise in writing by the LA DOTD, the Design-Builder shall be required to remove abandoned Utilities.

6.1.11 Quality Control

The Design-Builder shall provide Quality Control (QC) for all the Utility Relocation Work performed by the Design-Builder in accordance with Part 2 – DB Section 112.

6.1.12 Changes to Design

All changes to designs that have received the LA DOTD's Project Manager's or Utility Owner's Consultation and Written Comment and/or approval shall be dealt with in accordance with Part 2 – DB Section 111, including obtaining the LA DOTD's Project Manager's and Utility Owner's Consultation and Written Comment and/or approval for the change.

6.1.13 Utility Data Base

The Utility responsibilities outlined by the LA DOTD in Section 8.3 represent current LA DOTD understanding based on executed or draft Utility relocation agreements, as appropriate, and may change as the Project develops.

6.1.14 Design-Builder Design and/or Construction

The Design-Builder shall only be responsible for the Utility Relocation design and/or construction where Section 8.3 indicates that such Work will be performed by the Design-Builder.

6.1.15 Design Review

The Design-Builder shall submit its Utility Relocation plans to the LA DOTD's Project Manager and to the Utility Owner for Work performed by the Design-Builder for Consultation and Written Comment. *See also* Part 2 – DB Section 111.

6.1.16 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 NTP. 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 LA DOTD;
- B) Notification of construction dates;
- C) A record of meetings with Utility Owner;
- D) Signature of Utility Owner's representative on Design Plans;
- E) A record of Utility Owner's representative present at any time;
- F) Any revisions to the Design Plans;
- G) Dates of construction completed;
- H) All other as-built requirements stipulated in the Louisiana Department of Transportation and Development's Utility Regulations; and
- I) Any Utility Agreements.

Two sets of the construction record as it pertains to Utility facilities shall be provided to the Louisiana Department of Transportation and Development.

6.1.17 Utility Damage Reports

The Design-Builder shall complete a Utility damage report (*see* Section 8.2) within 24 hours of damage and submit it to the LA DOTD. The Design-Builder shall report any damage to Utility facilities immediately to the Utility Owner and the LA DOTD.

6.1.18 Protection of Utility Facilities

The Design-Builder shall prepare a reasonable 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. The Design-Builder shall review the Utility relocation agreements for additional requirements regarding protection-in-place.

6.1.19 Utility Relocation Master Plan

The Design-Builder and the LA DOTD shall coordinate with the Utilities to prepare a Utility Relocation master plan within 45 working days of NTP and shall update the Utility Relocation master plan at least quarterly throughout the duration of the Contract. Updates shall be submitted to the LA DOTD's Project Manager for Consultation and Written Comment.

6.1.20 Betterments

Some Utility Owners may request betterments to their service lines as a result of required relocations of their lines. The Design-Builder and the Utility Owners may work out an agreement to perform these betterments as separate contracts to which the LA DOTD is not a party and has no responsibility, actual or implied, subject to the LA DOTD's permitting process.

7.0 SUBMITTALS

7.1 DESIGN - UTILITY GROUPS A AND B

On design Work which has been performed by the Design-Builder, prior to the start of construction of each Utility Relocation, the Design-Builder shall furnish to the LA DOTD Utility Relocation plans and Project Specifications completed to the levels of design and stages of design development and reviewed and certified as per Part 2 – DB Section 111. For designs prepared by the Utility Owner after execution of the Contract, the designs shall be reviewed and approved by the Design-Builder and receive the LA DOTD's Consultation and Written Comment for consistency and compatibility with the Design-Builder's design. Prior to construction, the Utility Owner will review all designs as requested by the LA DOTD, whether by the Design-Builder or the Utility Owner.

7.2 CONSTRUCTION - UTILITY GROUPS A AND B

The Design-Builder shall provide two sets of as-built Utility plans to the LA DOTD and each Utility Owner for Utility Relocation Work constructed by the Design-Builder. The as-built Utility plans shall comply with as-built requirements stipulated in the LA DOTD's Utility regulations and shall be part of the Project As-Built Plans.

8.0 ADDITIONAL UTILITY INFORMATION

8.1 UTILITY OWNER DESIGN AND CONSTRUCTION TIME

The following three categories indicate the response the Design-Builder may expect from the Utility Owners.

8.1.1 Category One: Utility Owner to Design and Construct

The Utility Owner will perform all its own design and construction. It is the intent of the Utility Owner to design and relocate its lines out of the Design-Builder's construction area prior to or coordinated with the Design-Builder's construction. Design may require from several days to several weeks. The construction process is variable and may be performed in stages. Procedures are planned to process minor design and construction requests on the same day received and give authorization to proceed immediately thereafter. Some Material may require up to several months delivery schedule while other may be available in stock. The earlier the Utility Owner is involved, the sooner the work may be designed and constructed.

8.1.2 Category Two: Utility Owner to Design, Design-Builder to Construct

There are Utility Owners that will perform design for their own lines. *See* Section 8.3 for identification of design and construction responsibility. The Design-Builder shall be responsible to coordinate the schedule and construct the Work.

8.1.3 Category Three: Design-Builder to Perform Design and Construction

There are Utility Owners that will neither design nor construct their Utility Relocations. *See* Section 8.3. The Design-Builder shall be responsible to coordinate its construction schedule with the Utility Owners so the Utility Owners know when their facilities will be impacted by the Design-Builder's Work.

8.2 UTILITY DAMAGE REPORT

The Design-Builder is responsible for developing a Utility damage report form to use in the event a Utility is damaged. The Utility damage report will be submitted to the LA DOTD's Project Manager. The following information shall be included in the Utility damage report:

- A) Utility Damage Information
 - 1) Exact Location;
 - 2) Date and Time of Incident;
 - 3) Reported By; and
 - 4) Repaired By.
- B) Utility Owner Information
 - 1) Utility Owner;
 - 2) Utility Owner Contact; and
 - 3) Time Utility Owner Contacted.
- C) Locator Information
 - 1) Locator Service;
 - 2) Date of Locate Request;
 - 3) Locate Expiration Date;
 - 4) Locate Log Number;
 - 5) Was Line Marked; and
 - 6) Distance from Damage to Mark.
- D) Contractor Information
 - 1) Name of Supervisor;
 - 2) Name of Foreman; and
 - 3) Name of Witness.
- E) Signatures
 - 1) Design-Builder's Supervisor;
 - 2) Utility Owner; and
 - 3) Locator Service.
- F) Description

8.3 UTILITY RESPONSIBILITY MATRIX

This Section 8.3 specifies the entity responsible for design and construction of Utility relocations for each Utility owner, in accordance with the relationships set forth in Section 8.1. *See also* Appendix B for additional information regarding Utility responsibilities.

UTILITY NAME	RESPONSIBILITY	UNDERGROUND?
BellSouth Telecommunications	Category 1	Yes
Charter Communications	Category 2	No
City of New Roads	Categories 1 and 2	Yes
Colonial Pipeline Company	Category 2	Yes
DEMCO	Category 1	No
Duke Energy Gas Transmission Corporation	Category 1	Yes
ENTERGY	Category 1	No
Pointe Coupee Electric Membership Corporation	Category 2	No
Pointe Coupee Parish Police Jury Gravity Sewer Districts No. 1	Category 1	Yes
Pointe Coupee Utilities	Categories 1 and 2	Yes
West Feliciana Consolidated Water District 13	Category 3	<u>Yes</u>
Williams Gas Pipeline	Category 1	Yes
Wiltel Communications	Category 3	Yes

THE FOLLOWING ARE THE RESPONSIBILITY INDICATORS:

- A) Category 1: Utility Owner will design and construct;
- B) Category 2: Utility Owner will design, Design-Builder will construct;
- C) Category 3: Design-Builder will design and construct.

8.4 UTILITY CONTACTS

UTILITY	CONTACT PERSON(S)	TELEPHONE NUMBER	
BellSouth Telecommunications	Darrell Jones	(225) 295-5220	
Charter Communications	Paul Allen, President	(888) 821-4559	
City of New Roads	Elie Part, Superintendent	(225) 638-5371	
Colonial Pipeline	Gerald Henderson Charles	(409) 842-2022 x. 105	
	Nelson	<u>(225) 570-3011</u>	
DEMCO	Phill Zito	(225) 261-1221 x. 439	
Duke Energy (Texas Eastern) Gas	Mike Fletcher Richard Plachy	(713) 627-4485 <u>(713)</u>	
Transmission Corporation		<u>989-8458</u>	
ENTERGY	Russell M. Saliba, P. E.	(504) 310-5874	
Pointe Coupee Electric Membership	Joseph Cotten	(800) 738-7232	
Corporation			
Pointe Coupee Parish Police Jury	Carl Whittington	(225) 638-3373	
Gravity Sewer Districts No. 1	Ted Davis	(223) 030-3373	
Pointe Coupee Utilities	John Gofferand, Utility Director	(225) 638-1018	
West Feliciana Consolidated Water District	John Hashagen	(25) 635-3864	
<u>13</u>			
Williams Gas Pipeline	Neil McCauley	(225) 654-2047	

UTILITY	CONTACT PERSON(S)	TELEPHONE NUMBER
Wiltel Communications	Linda Rogers	(918) 547-9919

8.5 LOCATIONS OF POTENTIAL UTILITY CONFLICTS WITH ROAD AND BRIDGE CONSTRUCTION

The potential Utility conflicts listed in Appendix C have been identified based on preliminary design. The actual number and type of Utility conflicts may not be represented in the table contained in Appendix C. The table is not to be considered an inclusive and complete list of all Utility conflicts.

9.0 <u>ADDITIONAL INFORMATION</u>

The following additional information is offered as further clarification regarding some of the URAs found in Appendix A – URAs.

9.1 **BELLSOUTH**

In the URAs with Bellsouth (URAs 126-00, 127-00, 128-00, and 129-00), the respective Exhibits A reference maps marked Exhibit B. The maps contained in the respective Exhibits B are not individually marked as Exhibit B, however, they are the maps contemplated in the respective Exhibits A.

9.2 TRANSCONTINENTAL GAS PIPELINE (WILLIAMS)

Although the pipeline relocation work associated with URA 113-00 is complete, the URA and supporting information include requirements that the Design-Builder shall incorporate into the design and construction of proposed LA 10.

9.3 CITY OF NEW ROADS

The Design-Builder shall note that Colonial Pipeline will be relocated so that the sewer line not cross the pipeline. The Design-Builder shall reference "Existing 40: Colonial Pipeline Line No. 1 & 36" Colonial Pipeline No. 2 Crossing Proposed LA Hwy. Rt. 10 West Approach New Mississippi River Bridge LA DOTD Project Station 163+70 at Colonial Pipeline Station 7902+62 Pointe Coupee Parish Louisiana" for details of the proposed relocation of the two Colonial Pipeline pipelines.

9.4 RENAISSANCE MEDIA (CHARTER COMMUNICATIONS)

The power poles described in URA 122-00 are the same power poles being relocated for Pointed Coupee Electric Membership Corporation, as contained in URA 099-00.

9.5 ENTERGY

In current discussions that the LA DOTD is having with Entergy, Entergy has indicated that its relocation as described in URA 123-00 is not anticipated to be completed until the fourth quarter of 2006 due to Hurricanes Katrina and Rita and their after effects.

9.6 **DUKE ENERGY (TEXAS EASTERN)**

The LA DOTD has provided, for the Design-Builder's information, the draft URA 151-00 with Duke Energy. To date, this the LA DOTD's best knowledge of the terms of the URA. Once this URA has been fully executed, it is the LA DOTD's intent to provide the executed URA to the Design-Builder.