



**Department of
Transportation**

Lower Westchester Bridge Bundle

DESIGN-BUILD PROJECT

PIN 8101.46, Contract D900049

Request for Proposals

Addendum #9

December 27, 2019

Modification to the Request for Proposals
Lower Westchester Bridge Bundle
Design-Build Project
PIN 8101.46, Contract D900049

Note to Proposers

Differences between the deleted pages and the revised pages have been identified as follows:

- Brackets have been inserted on the left-hand margin of the pages to indicate where changes have been made to the documents; and
- Text additions have been shown in underlined red font and text deletions have been shown in crossed out red font.

General Instructions

Delete Page C-5 of the Instructions to Proposers, Appendix C, Technical Submittal, and substitute the attached revised Page C-5.

Delete Pages 96 and 109 of the DB Contract Documents, Part 3, Project Requirements, and substitute the attached revised Pages 96 and 109.

Delete Pages 4-9 and 4-17 of the DB Contract Documents, Part 4, Utility Requirements, and substitute the attached revised Pages 4-9 and 4-17.

Delete Page 4-1 of the DB Contract Documents, Part 4, Appendix C, Preliminary DB Utility Work Agreements and substitute the attached revised Page 4-1.

Add the attached Pages 4-2 through 4-31 and HC-140 Utility Work Agreements to the DB Contract Documents, Part 4, Appendix C, Preliminary DB Utility Work Agreements.

Delete Page ii of the DB Contract Documents, Part 7, Engineering Data, and substitute the attached revised Page ii.

Add the attached Page xxiv and Lincoln Avenue Subsurface Utility Engineering Data to the DB Contract Documents, Part 7, Engineering Data.

No other provision of the solicitation is otherwise changed or modified.

- E) Earth retaining walls and abutments. Include elevation and plan views showing the extent of the Work and conceptual details for surface treatments;
- F) Limits of existing element removals that will be required to complete the Project;
- G) Table of minimum vertical clearances to be provided at each span that lists the dimension, location on bridge, and location on crossing road. Drawings may be used in combination with or in place of the table.

C3.3 CONSTRUCTION APPROACH (MEANS AND METHODS)

C3.3.1 Overall Construction Sequence of the Work

Provide a narrative describing the overall construction sequence of the Work in the Contract, including all staging areas, as well as the final permanent footprint of the constructed improvements. The narrative **shall** discuss the logistics and challenges of constructing the project elements while meeting the Work Zone Traffic Control requirements, and shall discuss why the sequence was chosen, how the sequence benefits the Department, and why it is the best solution for constructing the project elements. The Narrative **shall** also discuss the requirements as stated under ITP, Appendix A, Section A12.1.2.3.

C3.3.2 Work Zone Traffic Control (WZTC)

Provide a narrative describing the proposed WZTC including a description of the Proposer's plan to maintain the safety and use of traffic corridors and minimize disruption on existing roads as a result of the construction Work. At a minimum, the Work Zone Traffic Control narrative should:

- A) Describe the major phases of the Work;
- B) Include ~~complete typical sections by phase, including~~ information regarding maintenance of access and egress. It should provide phase notes and details regarding sequence of work activities (e.g., specialized equipment needs and falsework);
- C) Identify each affected road and access way within the vicinity of the Project site, and describe the potential impacts, mitigation measures, limitations of use, and the number and duration of time that each road and access way may be impacted in performing the Work, including information regarding detours;
- D) Describe the Proposer's approach to accommodate local events, emergency service providers and commercial vehicles; and
- E) Describe how the WZTC will be coordinated with adjacent projects to provide safe passage of traffic.

C3.3.3 Protection of Existing Facilities

Provide a narrative describing the proposed methods of protecting existing facilities, including a description of the specific means the Proposer intends to use to minimize impacts to existing utilities, private residences and properties adjacent to or within the Project Limits. This description should identify how the Proposer intends to mitigate impacts due to vibrations and other effects of the Proposer's construction operations.

C3.3.4 Utility Work

Provide a narrative describing the proposed approach to the required Utility Work, including a description of how utility work will be approached with minimal disruptions to utility operations and other activities on the Project. Identify specific and/or unique design and/or construction methods

New York State Department of Transportation

Saw Mill River Parkway NY Route 987D Flood Mitigation		
No information		
Route 1 over the Mamaroneck River – BIN 100040		
Con Edison-Gas	1-20" High Pressure Gas Main- Steel	Not sSuspect
Con Edison-Gas	1-12" Distribution Gas Main- Cast Iron	Not sSuspect
Con Edison-Electric	6-4" Fiber Conduits	Suspect
Verizon	16-4" Steel Conduits	Not suspect
Verizon	11-4" Tile Conduits	Not suspect
Crown Castle	Utilize Verizon Conduit System	Not suspect
Altice	Utilize Verizon Conduit System	Not suspect
Village of Mamaroneck	8" Sewer Main- Cast Iron	Not suspect
Westchester County	66" Sewer Main- Concrete	Not suspect
Westchester Joint Waterworks	10" Water Main- Cast Iron	Not suspect

The Design-Builder shall be responsible for the abatement design, asbestos abatement, waste disposal and any required project monitoring/compliance air sampling during abatement of all confirmed and assumed asbestos containing materials if such materials will be disturbed during the performance of the Work. All asbestos abatement and waste disposal shall be performed in accordance with applicable safety and health codes and all applicable State and Federal regulations. See also Section 6.7, Asbestos.

The Design-Builder (in particular, the lead constructor on the Design-Build team) is also made aware that 12 NYCRR 56 specifically prohibits the abatement contractor from directly contracting project monitoring and/or compliance air monitoring services. In order to comply with this regulatory requirement, no Principal Participant may perform any asbestos abatement work for this Project. The Design-Builder shall subcontract asbestos abatement and Project monitoring/compliance air sampling services to separate and independent firms.

If during the course of work, any asbestos-containing materials not already documented in the asbestos screening/assessment report or Project record plans are encountered and require disturbance, the Design-Builder shall be responsible for any needed additional asbestos assessment, abatement design, asbestos abatement, waste disposal, and Project monitoring/compliance air sampling. All additional work shall be paid for under the Force Account pay item.

New York State Department of Labor (NYSDOL) asbestos licensure and applicable staff certification(s) are required for Work where confirmed or presumed asbestos-containing materials are impacted. All necessary asbestos assessment and Project design Work shall be performed in conformance with policy and guidance provided in NYSDOT's The Environmental Manual (TEM).

Any ACMs associated with private utilities located within the Project limits shall be the responsibility of the private utility owner. The Design-Builder shall coordinate with the private utility owners for the remediation of any ACMs which may be identified.

All Con Ed asbestos material removed by the Design-Builder shall be disposed of at an approved Treatment, Storage, Disposal Facilities (TSDF) site. The list of approved TSDF sites is included in Part 7 – Engineering Data.

7.3.6 Environmental Plan Deliverables

Deliverables shall be as stated elsewhere in the RFP documents.

SECTION 12 UTILITIES

12.1 SCOPE

The utility requirements set forth in Part 4 – Utility Requirements present the Design-Builder's responsibilities as they relate to existing and/or new utilities, the manner in which utilities shall be protected, relocated, upgraded, constructed or incorporated into the construction, and responsibilities for the Work.

12.2 STANDARDS

The Design-Builder shall perform all utility activities in accordance with the Contract Requirements, the applicable Standards, Codes and Manuals listed in Section 1.6 or otherwise applicable to the Project, and the standards required by the various utility companies affected by the work.

12.3 GENERAL REQUIREMENTS

The Design-Builder shall examine the record plans of the work site, make a field survey of the work site and examine all other available documents to determine the type and location of all utilities that may be affected by the Design-Builder's Work. Before any work begins the Design-Builder shall inform the Department's Project Manager what utilities are present and how they may be affected by the work.

The Design-Builder, in coordination with the Department's Project Manager (or designee) and the Regional Utility Engineer, shall meet with all the affected Utility owners or operators for the purpose of discussing the effect on the utility facilities and to agree on a plan to maintain, protect, relocate, reinstall, or other action that may be necessary for the work to progress.

All utilities must be maintained, supported and protected during construction, unless otherwise directed by the utility owner.

Any utility conduit, conductor, splice box, pull box or other item that is part of a utility system or street light system that is embedded in a concrete deck, sidewalk or other concrete element that is being removed and replaced as part of this Project shall be replaced and its location coordinated with the utility owner unless the utility owner indicates that replacement is not required. The design and construction of the replaced utility shall be in conformance with the current standards of the Utility owner.

The Design-Builder shall be responsible for repair to any damage and consequential damages to those utilities caused by his operations at the Design-Builder's expense. If the nature of the damage is such as to endanger the satisfactory operations of the utilities and the necessary repairs are not immediately made by the Design-Builder, the work may be done by the respective owning companies and the cost thereof charged against the Design-Builder.

The Design-Builder shall provide notice to the Construction Quality Assurance Engineer (CQAE) at least two weeks before construction begins on any portion of the Project. The CQAE will notify the Regional Utility Engineer of the pending construction and of any planned interruptions to service. It should be noted that utility companies set their own notification time frames and requirements. Preliminary time frames have been identified in Part 4 – Utility Requirements of these Contract Documents. The Design-Builder shall develop their Design Solution based on these time frames. The Design-Builder shall coordinate with respective Utility Owners.

A-3.1.2 Electric

A. Consolidated Edison Co. of N.Y.

Con Edison forces shall be responsible for replacing the existing manhole (M-7042) located at the west intersection on Wilson Woods Park Road and furnishing and install a new manhole (M-14) at the east intersection on First Avenue. In addition, Con Edison will furnish and install 5" conduits connecting new and existing manholes to the new and existing poles, as shown in the Con Edison plan reference in Part 7. The above described underground work will be progressed by Con Edison prior to the Contract award and completed no later than the end of May 2020.

Con Edison shall abandon their conduits crossing BINs 5500100 and 3348300, between the nearest manholes on the east and west sides of BINs 5500100 and 3348300, and installing new lines in the conduits relocated, by the Design-Builder, within the existing bridge or in a temporary relocation. Con Edison forces shall also be responsible for installing new lines in the conduits installed by the Design-Builder in the replacement bridge BIN 5500100. Con Edison will also be responsible for removing existing cables and making all connections. The approximate start day for this work is September 15th (primary electric feeders cannot be taken out of service from May 15th to September 15th) and the time frame required to run new cables, schedule the outages and energize the new system is fifteen (15) weeks for relocation within the existing bridge or in a temporary relocation and fifteen (15) weeks for relocation to the replacement bridge BIN 5500100 after the Design-Builder completes the installation of conduits. The remaining overhead and underground distribution cables will be relocated concurrently within the relocation time frames specified for the electric feeder above.

Con Edison forces shall be responsible for supplying all materials for the temporary and permanent conduit installations including but not limited to manholes, conduits and all associated fittings.

The last communication utility company that vacates the poles shall be responsible for removing the utility poles at the south side of Lincoln Avenue between Wilson Woods Park Rd. and First Avenue. This work is scheduled to be completed ~~no later than after the temporary relocation of the conduits~~ April 1, 2024.

A-3.1.3 Natural Gas

A. Consolidated Edison Co. of N.Y.

Consolidated Edison forces shall be responsible for supplying the gas main and all associated fittings, all work necessary on live gas mains, conducting testing, making all tie-ins and for severing the ends of all gas mains. This shall apply to the existing gas main located within the Lincoln Avenue, to be removed and/or installed within the existing bridge or on and off a temporary bridge, and to the replacement bridges for BIN 5500100 in the vicinity of the Wilson Woods Park Rd. intersection to the west and the First Avenue intersection to the east.

Consolidated Edison shall also be responsible for removing the gas from the existing gas main and the temporary gas main.

Consolidated Edison shall be given 120 days after the Design Builder's design is completed and the drainage, guide rails, basins, etc. are marked out to update their gas mains between the tie-in points (in the vicinity of the Wilson Woods Park Rd. and First Avenue intersections) and the paving limits for the contract. This work will be completed exclusively by Consolidated Edison forces. The Design Builder and Consolidated Edison should coordinate construction activities at this time as both will be working in the highway boundary at the same time.

A-4.3 ROUTE 1 OVER THE MAMARONECK RIVER (BIN 1000040)

A-4.3.1 Telecommunications

A. Verizon

The Design-Builder shall be responsible for constructing a new conduit duct bank consisting of 8-4" conduits between manholes M.H.21 and M.H.23 and a new conduit duct bank consisting of 4-4" conduits between manholes M.H.21 and M.H.22 as identified by Verizon and shown in the Reference Documents. The Design-Builder shall also be responsible for excavating all necessary trenches and backfilling for the new conduit systems and removal of the existing duct banks within the limits of excavation for the bridge replacement.

Fiberglass conduits shall be used on the new bridge. PVC conduits shall be used on the approaches to the bridge.

B. Cable

None.

A-4.3.2 Electric

A. Consolidated Edison Company of N.Y.

The Design-Builder shall be responsible for installing the entire new conduit system to house the relocated electric system within the replacement bridge. This includes six (6) 4" fiberglass conduits on the replacement bridge. Installation shall be to the nearest manholes or riser poles on each side of the bridge (BIN 1000040) according to the Consolidated Edison requirements found in Part 7. If the termination point is at a manhole the Design Builder shall terminate the conduits at the face of the manhole.

The Design-Builder shall be responsible for removing the conduits on the existing bridge, excavating all necessary trenches and backfilling for final installation of the conduits and for supporting hardware for attachment to the permanent bridge including hanger system according to the Consolidated Edison requirements found in Part 7.

All materials will be supplied by Consolidated Edison.

The Design-Builder shall provide Consolidated Edison the following notifications:

- A thirty (30) day advance notice as to when manholes and other materials need to be delivered to the job site.
- Forty-eight (48) hours prior to any conduit installation to afford them the opportunity to be present.

APPENDIX C PRELIMINARY DB UTILITY WORK AGREEMENTS

The work described in this Appendix C (if provided) includes known relocation(s) and other utility work required to remove known interference(s) with Project elements. The Design-Builder shall design, locate, and construct the Work in accordance with utility provider(s) details as detailed in this Appendix C (if provided). The Design-Builder shall consider providing, where possible and if applicable, a common trench in which to construct the utilities in accordance with the utility providers' requirements. The Design-Builder shall determine the location of any and all trenches relevant to the requirements of the Design-Builder's design, as applicable. The Design-Builder shall include in its Baseline Project Schedule appropriate time as required for all utilities work. The Design-Builder shall comply with the Work Zone Traffic Control requirements contained in Part 3 of the Contract Documents at all times when performing the work described herein.

Any Agreements provided in this Appendix are Preliminary and are between the Department and utility owner(s). The Design-Builder is expected to coordinate with any and all affected utility owner(s) and the Department to negotiate and execute 3-party Final Utility Work Agreements between the Design-Builder, utility owner(s), and Department.

~~The anticipated HC-140's to be included in the Final RFP on this project are list below:~~

- ~~• Consolidated Edison Co. Electric~~
- ~~• Consolidated Edison Co. Gas~~
- ~~• Verizon~~
- ~~• Altice USA~~
- ~~• Crown Castle~~

New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Consolidated Edison Company of New York, Inc.

REF # 1B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46.121	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Consolidated Edison Company of New York, Inc.**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities and Description of Work

Primary and secondary underground and overhead electric cables are located along Lincoln Avenue and within the existing structure carrying Lincoln Avenue over the Hutchinson River Parkway bridge presently located on State Right-of-Way as shown on the plans for the proposed transportation project. There are five (5) utility poles in the area, as identified on the attached "Utility Pole Relocation Listing". Con Edison proposes to remove the five (5) poles, overhead cables and underground feeders once the conduits for the temporary relocation are in place. The electric distribution facilities are to be adjusted using two relocations.

Con Edison forces shall be responsible for replacing the existing manhole (M-7042) located at the west intersection on Wilson Woods Park Road and furnishing and installing a new manhole (M-14) at the east intersection on First Avenue. In addition, Con Edison will furnish and install 5" conduits connecting new and existing manholes to the new and existing poles. The above described underground work will be commenced by Con Edison prior to the Contract award and is estimated to be completed by the end of May 2020.

The project will require that a temporary relocation of Con Edison facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, Con Edison will relocate onto the new bridge. If a temporary bridge is being installed to accommodate the Department's requirements and utility relocation, the associated costs are the responsibility of the Department.

Con Edison will perform the following work using their own forces:

Temporary Relocation:

Con Edison will require six (6) 5 inch conduits for the temporary relocation. Con Edison will be

responsible for supplying all materials for the temporary conduit installation, including but not limited to manholes, conduits and all associated fittings.

Once the new conduit system is complete and approved by Con Edison, Con Edison forces will be responsible for installing all new cables into the temporary system and making all final connections. Once the relocated electric feeders are energized, Con Edison will remove all cable from the existing overhead and underground system.

New Bridge:

Con Edison will require twelve (12) 5 inch conduits on the new bridge. Con Edison will be responsible for supplying all materials for the conduit installation, including but not limited to manholes, conduits and all associated fittings. Once the new conduit system is complete and approved by Con Edison, Con Edison forces will be responsible for installing all new cables into the new conduit system and making all final connections. Once the relocated electric feeders are energized, Con Edison will remove all cable from the temporary system.

Time frames required by Con Edison:

- Thirty (30) day advance written notice as to when Con Edison needs to deliver the conduits, manholes and other materials to the job site.
- Forty-eight (48) hours advance written notice from the Design-Builder prior to any conduit installation to afford Con Edison the opportunity to be present.
- Con Edison has five (5) primary electric feeders on poles and underground crossing the existing bridge, which must be re-established for both the temporary relocation and back onto the new bridge.
- The time required to schedule the outages and to energize the new system is fifteen (15) weeks per move.
- Upon completion of the temporary relocation of Con Edison facilities from the existing bridge, Con Edison will remove the five (5) poles at the south side of Lincoln Avenue between Wilson Woods Park Rd. and First Avenue. (See attached Utility Pole Relocation listing)

Circumstances beyond the control of Con Edison, including but not limited to field conditions, weather, project schedule, access issues, and design or work scope changes, might cause Con Edison to be unable to perform the work according to the above-mentioned time frames.

See *Preliminary Utility Work Agreement #2B* for additional work to be performed by the Design-Builder.

Con Edison shall be provided with safe access to perform the above-mentioned work on its facilities by the Design-Builder including site access for any equipment necessary to perform the work. This access shall be provided at no additional cost to Con Edison.

The Design-Builder shall provide all maintenance and protection of traffic at no additional cost to Con Edison.

All Con Edison facilities must operate safely and reliably during the project's construction. Con Edison shall be given access to the project site and its facilities at all times, 24 hours per day/7 days per week, to operate, maintain, repair and inspect its facilities in order to provide service to its customers or in the event of an emergency.

It is important to note that these primary electric feeders may not be taken out of service from May 15th through September 15th of each year.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

 - Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)

 - Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)

 - Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)

 - Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.

 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.

 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
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III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.

By the Owner's forces.

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

There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

There is betterment described as follows: _____

The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.

The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 810146
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____ , by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date

Regional Utilities Engineer

For NYSDOT Commissioner of Transportation		
	Title	Date

New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Consolidated Edison Company of New York, Inc.

REF # 2B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46.121	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Consolidated Edison Company of New York, Inc.** of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities and description of Work

Primary and secondary underground and overhead electric cables are located along Lincoln Avenue over the Hutchinson River Parkway (HRP). The poles and cables are presently located within State, County and City Right-of-Way as shown on the plans for the proposed transportation project. There are five (5) utility poles in the area, as identified on the attached "Utility Pole Relocation Listing." Con Edison proposes to remove the five (5) poles, overhead cables and underground feeders once the conduits for the temporary relocation or other temporary HRP crossing location has been established by the Design-Builder. The electric distribution facilities are to be adjusted using two relocations.

The project will require that a temporary relocation of Con Edison facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, Con Edison will relocate onto the new bridge. If a temporary bridge is being installed to accommodate the Department's requirements and utility relocation, the associated costs are the responsibility of the Department.

Con Edison has a betterment share in the contract for the Design-Builder to perform the following work, in accordance with all applicable Con Edison standards and specifications.

Temporary Relocation:

The Design-Builder shall allocate space and install six (6) 5" conduits to be used for the temporary relocation to house the relocated electrical system.

The Design-Builder will be responsible for the following in accordance with all applicable Con Edison standards and specifications:

- supplying all supports and appurtenances necessary to attach the conduits during the temporary relocation.

- allocating space and installing six (6) 5" conduits supplied by Con Edison to house the relocated electrical system
- furnishing the hangers and other hardware necessary to accommodate the conduits during the temporary relocation
- performing all trench excavation, backfill and maintenance of the bridge.
- once off the bridge, installing the new conduit system to the manholes and/or riser poles (on Lincoln Avenue) on each side of the bridge, as identified by Con Edison.

New Bridge:

The Design-Builder will install twelve (12) 5" conduits on the new bridge.

The Design-Builder will be responsible for the following in accordance with all applicable Con Edison standards and specifications:

- supplying all supports and appurtenances necessary to attach the conduits to the new bridge
- installing the entire conduit system supplied by Con Edison to house the relocated electric system, both on and off of the new bridge
- furnishing the hangers and other hardware necessary to accommodate the conduits on the new bridge
- performing all trench exaction, backfill and maintenance off of the bridge
- once off of the bridge, installing the new conduit system to manholes (on First Avenue and Wilson Woods Park Rd) and/or riser poles on each side of the bridge, as identified by Con Edison.

The State Design-Builder will also be responsible for all maintenance and protection of traffic.

Time frames required by Con Edison:

- Thirty (30) day advance written notice from the Design-Builder as to when Con Edison needs to deliver the conduits, manholes and other materials to the job site.
- Forty-eight (48) hours advance written notice from the Design-Builder prior to any conduit installation to afford Con Edison the opportunity to be present.
- Con Edison has five (5) primary electric feeders on poles and underground crossing the existing bridge, which must be re-established for both the temporary relocation and back onto the new bridge.
- The time required to schedule the outages and to energize the new system is fifteen (15) weeks per move.

Circumstances beyond the control of Con Edison, including but not limited to field conditions, weather, project schedule, access issues, and design or work scope changes, might cause Con Edison to be unable to perform the work according to the above-mentioned time frames.

All Con Edison facilities must operate safely and reliably during the project's construction. Con Edison shall be given access to the project site and its facilities, 24 hours per day/7 days per week, to operate, maintain, repair and inspect its facilities in order to provide service to its customers or in the event of an emergency.

It is important to note that these primary electric feeders may not be taken out of service from May 15th through September 15th of each year.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: The Design Builder will install conduit systems for both the temporary relocation and on the proposed bridge, both on and off structure, for the relocation of electric distribution facilities. The new conduit system is to be the property of Consolidated Edison.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
		Regional Utilities Engineer	

For NYSDOT Commissioner of Transportation	Title	Date
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New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Consolidated Edison Company of New York, Inc.

REF # 3B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46.121	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Consolidated Edison Company of New York, Inc.** of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. **Existing Facilities** and Description of Work

High voltage underground electrical transmission lines are located within the project limits. Two (2) 5" steel High Pressure Fluid Filled (HPFF) feeders (oil-o-static) transmission lines and (1) 4" PVC Con Edison communication line cross the Hutchinson River Parkway and Hutchinson River in the existing Lincoln Avenue bridge under the south sidewalk. A second transmission line (Solid Dielectric Feeder) with two (2) 4" conduits, crosses the Hutchinson River Parkway approximately 140 Ft. south of the Lincoln Avenue bridge. No impacts are anticipated to this second transmission line as part of this project. These two lines are presently located in the State, County, City and Town Right-of-Way.

Con Edison has a betterment share in the contract for the Design-Builder to perform the following work, all in accordance with Con Edison's standards and specifications.

The Design-Builder shall be responsible for supporting, maintaining and protecting, in place, the existing two (2) 5" oil-o-static transmission lines and the accompanying 4" communication line and the solid dielectric lines, during the demolition and construction of the Lincoln Avenue replacement bridge (BINs 5500100 and 3348300). The Design-Builder shall be responsible for designing, furnishing and installing all hangers and other hardware necessary to temporarily and permanently support the existing oil-o-static and communication conduits. The Design-Builder shall be responsible for all trench excavation, backfill and maintenance off of the bridge.

Prior to any construction activities, the Design-Builder shall inspect and certify the condition of the existing transmission lines. The Design-Builder shall design and construct additional support to prevent damage to the transmission lines and keep it in service for the entirety of the contract.

The Design-Builder shall submit the inspection report, design of additional temporary support and a construction plan to the Department and Con Edison, sixty (60) days prior to beginning demolition of the Lincoln Avenue bridge, for the Department's and Con Edison's review and acceptance. At the completion of construction, the Design-Builder shall inspect and certify the condition of the transmission lines to demonstrate that the lines are in their original condition in accordance with Con Edison specifications.

Time frames required by Con Edison:

- Sixty (60) day review time, prior to the beginning demolition of Lincoln Avenue bridge, for any temporary support design provided by the Design-Builder.
- Ten (10) days advance written notice by the Design-Builder as to when the Design-Builder expects to begin exposing the existing oil-o-static transmission lines.
- Forty-eight (48) hours advance written notice by Design-Builder prior to any bridge demolition or steel erection that may negatively impact or damage the conduits.

All Con Edison facilities must operate safely and reliably during the project's construction. Con Edison shall always be given access to the project site and its facilities, 24 hours per day/7 days per week, to operate, maintain, repair and inspect its facilities in order to provide service to its customers or in the event of an emergency.

It is important to note that these are electric transmission lines and cannot be taken out of service.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: The Design Builder shall support, maintain, and protect in place, the existing two Oil-O-Static transmission lines and associated communication line during the demolition and construction of the Lincoln Ave replacement bridge. The Design-Builder shall design, furnish and install all hangers and hardware necessary to temporarily and permanently support the existing Oil-O-Static and communication conduits. The Design-Builder shall design and construct additional support as necessary to prevent damage to the transmission lines and keep them in service for the entirety of the contract.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name) Owner or Agent (Signature) Title Date

Regional Utilities Engineer

For NYSDOT Commissioner of Transportation Title Date

New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Consolidated Edison Company of New York, Inc.

REF # 4B

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

Project Identification No.: 8101.46.121	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Consolidated Edison Company of New York, Inc.**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities and Description of Work

A twelve (12) inch gas main along Lincoln Avenue is within the existing structure carrying Lincoln Avenue over the Hutchinson River Parkway, presently located within the City, Town, County and State Right-of-way, as shown on the plans for the proposed transportation project. This facility is to be replaced using two relocations. Con Edison has additional gas facilities in the project area on First Avenue in the Town of Pelham and on Hutchinson Boulevard in the City of Mount Vernon.

The project will require that a temporary relocation of Con Edison facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, Con Edison will relocate onto the new bridge.

Consolidated Edison will perform the following work using their own forces:

Temporary Relocation:

Con Edison will require a twelve (12) inch steel-coated gas main on bridge relocation and a twelve (12) inch plastic gas main for off bridge temporary relocation. Con Edison will supply all the steel piping and fittings required for the system. After the Design-Builder installs the temporary gas mains and completes proper testing, Con Edison will perform a cathodic protection acceptance test and complete live tie-ins. In addition, Con Edison will remove all residual gas from the existing gas main that is to be removed.

New Bridge:

Con Edison will require a twelve (12) inch steel-coated gas main on the new bridge and will be responsible for supplying the gas main materials and all associated fittings with the exception of the hanger system. After the Design-Builder installs the new gas main on the new bridge and completes proper testing, Con Edison forces will perform a cathodic protection acceptance test and all work

necessary on the live gas main, including conducting testing requirements, making all tie-ins and severing the ends of all mains to be removed. Con Edison will remove all residual gas from the temporary gas main.

Prior to the commencement of the Design-Built work under the state contract, Con Edison intends to replace existing cast iron gas mains and perform preliminary gas work around both intersections adjacent to the bridge. Con Edison shall coordinate work with the respective municipalities, including with respect to permitting and pavement restoration requirements.

Time frames required by Consolidated Edison:

- Thirty (30) day advance written notice from the Design-Builder as to when the gas mains and appurtenances need to be delivered to the job site
- Forty-eight (48) hours advance written notice from the Design-Builder prior to any gas installation to afford Con Edison the opportunity to be present.
- Once the newly installed gas main in both the temporary and final relocation has satisfactorily passed all testing requirements, Con Edison estimates that it will take fourteen (14) working days for each live tie-in.

Circumstances beyond the control of Con Edison, including but not limited to field conditions, weather, project schedule, access issues, and design or work scope changes, might cause Con Edison to be unable to perform the work according to the above-mentioned time frames.

See *Preliminary Utility Work Agreement #5B* for additional work to be performed by the Design-Builder.

Con Edison shall be provided with safe access to perform the above-mentioned work on its facilities by the Design-Builder including site access for any equipment necessary to perform the work. This access shall be provided at no additional cost to Con Edison.

The Design-Builder shall provide all maintenance and protection of traffic at no additional cost to Con Edison.

All Con Edison facilities must operate safely and reliably during the project's construction. Con Edison shall be given access to the project site and its facilities at all times, 24 hours per day/7 days per week, to operate, maintain, repair and inspect its facilities in order to provide service to its customers or in the event of an emergency.

It is important to note that work on live gas mains may not be performed from November 1st through April 1st of each year.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

 - Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)

 - Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)

 - Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)

 - Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.

 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.

 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
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III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.

By the Owner's forces.

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

There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

There is betterment described as follows: _____

The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.

The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 810146
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____ , by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date

Regional Utilities Engineer

For NYSDOT Commissioner of Transportation		
	Title	Date

New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Consolidated Edison Company of New York, Inc.

REF # 5B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46.121	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Consolidated Edison Company of New York, Inc.** of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities and Description of Work

A twelve (12) inch gas main along Lincoln Avenue is within the existing structure carrying Lincoln Avenue over the Hutchinson River parkway, presently located within the City, Town, County and State Right-of-way, as shown on the plans for the proposed transportation project. This facility is to be replaced using two relocations. Con Edison has additional gas facilities in the project area on First Avenue in the Town of Pelham and on Hutchinson Boulevard in the City of Mount Vernon.

The project will require that a temporary relocation of Con Edison facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, Con Edison will relocate onto the new bridge.

Con Edison has a betterment share in the contract for the Design-Builder to perform the following work:

Temporary Relocation:

The Design-Builder will install a twelve (12) inch steel-coated gas main on bridge relocation and a twelve (12) inch plastic gas main for off bridge temporary relocation. Con Edison will supply all the steel and plastic piping and fittings required for the gas system.

The Design-Builder will be responsible for the following in accordance with all applicable Con Edison standards and specifications:

- supplying all utility supports and appurtenances necessary to attach the gas main during the temporary relocation.
- furnishing seat assemblies, hangers and other hardware necessary to accommodate the

- gas main during the temporary relocation.
- installing all gas mains and appurtenances
- testing, including but not limited to pressure testing and x-ray testing during the temporary relocation.
- performing all trench excavation, sheeting and shoring, backfill and maintenance
- installing the gas distribution main, which shall not be in conflict with any new or existing utilities off of the bridge
- ensuring that once off of the temporary bridge, the gas main installation terminates on Lincoln Avenue on each side of the bridge at tie-in points as identified by Con Edison
- ensuring that all gas distribution trenches and tie-in pits are free of any rocks and debris
- once Con Edison removes gas from the existing gas main on Lincoln Avenue, removing the main as part of the bridge demolition.

The gas main installation will terminate (on Lincoln Avenue) on each side of the Hutchinson River Parkway at tie-in points as identified by Con Edison. Once Con Edison removes gas from the existing gas main on Lincoln Avenue, the Design-Builder may remove the main as part of the bridge demolition.

New Bridge:

The Design-Builder will install a twelve (12) inch steel-coated gas main on the new bridge. Con Edison will supply all the steel and plastic piping and fittings required for the gas system.

The Design-Builder will be responsible for the following in accordance with all applicable Con Edison standards and specifications:

- supplying all Utility Supports and appurtenances necessary to attach the gas main to the new bridge
- furnishing the seat assemblies, hangers and other hardware necessary to accommodate the gas main on the new bridge
- installing all gas mains and appurtenances
- testing, including pressure testing and x-ray testing, both on and off the new bridge
- performing all trench excavation, sheeting and shoring, backfill and maintenance
- installing the gas distribution main, which shall not be in conflict with any new or existing utilities off of the bridge
- ensuring that once off of the temporary bridge, the gas main installation terminates on Lincoln Avenue on each side of the bridge at tie-in points as identified by Con Edison
- ensuring that all gas distribution trenches and tie-in pits are free of any rocks and debris
- once Con Edison removes gas from the existing gas main on Lincoln Avenue, removing the main as part of the bridge demolition
- accurately locating gas structure to be raised prior to regrading and paving operations
- raising the top section of the gas valve box to meet the new grade for the proposed top course of resurfacing or regrading elevations, including but not limited to Vent Posts and Valve Boxes.

Con Edison shall be provided with safe access to perform the above-mentioned work on its facilities by the Design-Builder including site access for any equipment necessary to perform the work. This access shall be provided at no additional cost to Con Edison.

The Design-Builder shall provide all maintenance and protection of traffic at no additional cost to Con Edison.

Time frames required by Con Edison:

- Thirty (30) day advance written notice from the Design-Builder as to when gas mains and appurtenances need to be delivered to the job site.
- Forty-eight (48) hours advance written notice from the Design-Builder prior to any gas installations to afford Con Edison the opportunity to be present.
- Once the newly installed gas mains in both the temporary and final relocation has satisfactorily passed all testing requirements, Con Edison will require fourteen (14) working days for each live tie-in.
- After the Design-Builder's design is completed, the proposed drainage, guide rails, basins, etc., shall be marked out by the Design Builder at which time Con Edison shall be given 120 days to update their gas mains between tie-in points (in the vicinity of Hutchinson Avenue and First Avenue intersections) and the paving limits for the contract. This work will be completed exclusively by Con Edison forces. The Design Builder and Con Edison should coordinate construction activities at this time as both may be working in the highway boundary at the same time.

Circumstances beyond the control of Con Edison, including but not limited to field conditions, weather, project schedule, access issues, and design or work scope changes, might cause Con Edison to be unable to perform the work according to the above-mentioned time frames.

All Con Edison facilities must operate safely and reliably during the project's construction. Con Edison shall be given access to the project site and its facilities, 24 hours per day/7 days per week, to operate, maintain, repair and inspect its facilities in order to provide service to its customers or in the event of an emergency.

It is important to note that work on live gas mains not be performed from November 1st through April 1st of each year

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: As discussed under Section I. Existing Facilities and Description of Work.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
		Regional Utilities Engineer	

For NYSDOT Commissioner of Transportation	Title	Date
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New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Extenet Systems, Inc.

REF # 6B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Extenet Systems, Inc.** of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

An overhead fiber optic telecommunication cable is located along East Lincoln Avenue above the existing structure carrying East Lincoln Avenue over the Hutchinson River Parkway. The cable is presently located on State and County Right-of-Way as shown on the plans for the proposed transportation project. The fiber optic cable is located on five (5) utility poles in conflict with the bridge replacement, as identified on the attached "Utility Pole Relocation Listing". The overhead facilities are to be adjusted using two relocations.

The project will require that a temporary relocation of Extenet facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, Extenet will relocate onto the new bridge.

Extenet Systems, Inc. will perform the following work using their own forces:

Temporary Relocation:

Extenet will relocate into one (1) 1-1/4" innerduct within one of the (3) 4" diameter conduits placed for Extenet Systems, Inc. and other communication companies.

New Bridge:

Extenet will relocate into one (1) - 4" diameter conduit placed for Extenet Systems, Inc., both off of and on the new bridge. Once the new cable is put into service, Extenet will remove the cable from the temporary system.

Time frames required by Extenet:

- Two (2) weeks each for the new cable installation into both the temporary conduit system and the permanent conduit system. The stated time frames include all necessary section throws and cable splicing required to make the cable operational and commences once the conduit is available to Extenet.
- Two (2) weeks to vacate the existing utility pole to the south of the bridge. This time frame will begin once Consolidated Edison vacates the pole.

II. Financial Responsibility (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
 - Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
 - Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
 - Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
 - Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
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III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: _____

- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
		Regional Utilities Engineer	

For NYSDOT Commissioner of Transportation	Title	Date
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HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Extenet Systems, Inc.

REF # 7B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Extenet Systems, Inc.** of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

An overhead fiber optic telecommunication cable is located along East Lincoln Avenue above the existing structure carrying East Lincoln Avenue over the Hutchinson River Parkway. The cable is presently located on State and County Right-of-Way as shown on the plans for the proposed transportation project. The fiber optic cable is located on five (5) utility poles in conflict with the bridge replacement, as identified on the attached "Utility Pole Relocation Listing" . The overhead facilities are to be adjusted using two relocations.

The project will require that a temporary relocation of Extenet facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, Extenet will relocate onto the new bridge.

Extenet Systems, Inc. has a betterment share in the contract for the Design-Builder to perform the following work:

Temporary Relocation:

- Design-Builder shall allocate space for one (1) 1-1/4" HDPE innerducts within a 4" diameter PVC conduit in the temporary conduit system.
- Design-Builder shall furnish and install one (1) 1-1/4" HDPE innerduct within a 4" diameter schdl #40 PVC conduit in the temporary conduit system.

New Bridge:

- Design-Builder shall allocate space for one (1) - 4" diameter conduit, both off of and on the new bridge.
- Design-Builder shall furnish and install one (1) - 4" diameter PVC SCH #40 conduit, both off of

Time frames required by Extenet:

- Two (2) weeks each for the new cable installation into both the temporary conduit system and the permanent conduit system. The stated time frames include all necessary section throws and cable splicing required to make the cable operational and commences once the conduit is available to Extenet.
- Two (2) weeks to vacate the existing utility pole to the south of the bridge. This time frame will begin once Consolidated Edison vacates the pole.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
 - Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
 - Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
 - Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
 - Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
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III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: The Design Builder will install one (1) conduit for both the temporary relocation and on the proposed bridge, both on and off structure, for the relocation of Extenet facilities. The new conduit is to be the property of Extenet Systems, Inc.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name) Owner or Agent (Signature) Title Date

For NYSDOT Commissioner of Transportation Regional Utilities Engineer _____
Title Date

New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

AT&T Communications, LLC

REF # 8B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **AT&T Communications, LLC** of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

An Overhead fiber optic telecommunication cable is located along East Lincoln Avenue above the existing structure carrying East Lincoln Avenue over the Hutchinson River Parkway. The cable is presently located on State and County Right-of-Way as shown on the plans for the proposed transportation project. The fiber optic cable is located on five (5) utility poles in conflict with the bridge replacement, as identified on the attached "Utility Pole Relocation Listing". The overhead facilities are to be adjusted using two relocations.

The project will require that a temporary relocation of AT&T facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, AT&T will relocate onto the new bridge.

AT&T Communications will perform the following work using their own forces:

Temporary Relocation:

AT&T will relocate into one (1) 1-1/4" innerduct within one of the (3) 4" diameter conduits placed for AT&T Communications, LLC and other communication companies.

New Bridge:

AT&T will relocate into one (1) - 4" diameter PVC conduit with two (2) 1-1/4" HDPE innerducts placed for AT&T Communications LLC., both off of and on the new bridge. Once the new cable is put into service, AT&T will remove the cable from the temporary system.

Time frames required by AT&T:

- Two (2) weeks each for the new cable installation into both the temporary conduit system and the permanent conduit system. The stated time frames include all necessary section throws and cable splicing required to make the cable operational and commences once the conduit is available to AT&T.
- Two (2) weeks to vacate the existing utility pole to the south of the bridge. This time frame will begin once Extenet Systems, Inc. vacates the pole.

II. Financial Responsibility (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: _____

- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
		Regional Utilities Engineer	

For NYSDOT Commissioner of Transportation	Title	Date
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New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

AT&T Communications, LLC

REF # 9B

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **AT&T Communications, LLC.** of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

An overhead fiber optic telecommunication cable is located along East Lincoln Avenue above the existing structure carrying East Lincoln Avenue over the Hutchinson River Parkway. The cable is presently located on State and County Right-of-Way as shown on the plans for the proposed transportation project. The fiber optic cable is located on five (5) utility poles in conflict with the bridge replacement, as identified on the attached "Utility Pole Relocation Listing". The overhead facilities are to be adjusted using two relocations.

The project will require that a temporary relocation of AT&T facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, AT&T will relocate onto the new bridge.

AT&T Communications has a betterment share in the contract for the Design-Builder to perform the following work:

Temporary Relocation:

- Design-Builder shall allocate space for one (1) 1-1/4" HDPE innerducts within a 4" diameter PVC conduit in the temporary conduit system.
- Design-Builder shall furnish and install one (1) 1-1/4" HDPE innerduct within a 4" diameter schdl #40 PVC conduit in the temporary conduit system.

New Bridge:

- Design-Builder shall allocate space for one (1) - 4" diameter PVC conduit with two (2) 1-1/4" HDPE innerducts, both off of and on the new bridge.
- Design-Builder shall furnish and install one (1) - 4" diameter schdl #40 PVC conduit with two (2) 1-1/4" HDPE innerducts, both off of and on the new bridge.

Time frames required by AT&T:

- Two (2) weeks each for the new cable installation into both the temporary conduit system and the permanent conduit system. The stated time frames include all necessary section throws and cable splicing required to make the cable operational and commences once the conduit is available to AT&T.
- Two (2) weeks to vacate the existing utility pole to the south of the bridge. This time frame will begin once Extenet Systems, Inc. vacates the pole.

II. Financial Responsibility (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
 - Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
 - Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
 - Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
 - Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
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III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: The Design Builder will install one (1) conduit containing two (2) innerducts for both the temporary relocation and on the proposed bridge, both on and off structure, for the relocation of AT&T facilities. The new conduit is to be the property of AT&T Communications, LLC.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.

D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent (Signature) Title Date

For NYSDOT Commissioner of Transportation Regional Utilities Engineer Title Date

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

FirstLight Fiber

REF # 10B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **FirstLight Fiber**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

An overhead fiber optic telecommunication cable is located along East Lincoln Avenue above the existing structure carrying East Lincoln Avenue over the Hutchinson River Parkway. The cable is presently located on State and County Right-of-Way as shown on the plans for the proposed transportation project. The fiber optic cable is located on five (5) utility poles in conflict with the bridge replacement, as identified on the attached "Utility Pole Relocation Listing". The overhead facilities are to be adjusted using two relocations.

The project will require that a temporary relocation of FirstLight facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, FirstLight will relocate onto the new bridge.

FirstLight Fiber will perform the following work using their own forces:

Temporary Relocation:

FirstLight Fiber will relocate into one (1) 1-1/4" innerduct within one of the (3) 4" diameter conduits placed for FirstLight Fiber and other communication companies.

New Bridge:

FirstLight Fiber will relocate into one (1) - 4" diameter conduit placed for FirstLight Fiber, both off of and on the new bridge. Once the new cable is put into service, FirstLight Fiber will remove the cable from the temporary system.

Time frames required by FIRSTLIGHT FIBER:

- Two (2) weeks each for the new cable installation into both the temporary conduit system and the permanent conduit system. The stated time frames include all necessary section throws and cable splicing required to make the cable operational and commences once the conduit is available to FIRSTLIGHT FIBER.
- Two (2) weeks to vacate the existing utility pole to the south of the bridge. This time frame will begin once AT&T Communications vacates the pole.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
 - Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
 - Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
 - Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
 - Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
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III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: _____

- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.

D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
		Regional Utilities Engineer	

For NYSDOT Commissioner of Transportation	Title	Date
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New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

FirstLight Fiber

REF # 11B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **FirstLight Fiber**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

An overhead fiber optic telecommunication cable is located along East Lincoln Avenue above the existing structure carrying East Lincoln Avenue over the Hutchinson River Parkway. The cable is presently located on State and County Right-of-Way as shown on the plans for the proposed transportation project. The fiber optic cable is located on five (5) utility poles in conflict with the bridge replacement, as identified on the attached "Utility Pole Relocation Listing". The overhead facilities are to be adjusted using two relocations.

The project will require that a temporary relocation of FirstLight facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, FirstLight will relocate onto the new bridge.

FirstLight Fiber has a betterment share in the contract for the Design-Builder to perform the following work:

Temporary Relocation:

- Design-Builder shall allocate space for one (1) 1-1/4" HDPE innerducts within a 4" diameter PVC conduit in the temporary conduit system.
- Design-Builder shall furnish and install one (1) 1-1/4" HDPE innerduct within a 4" diameter schdl #40 PVC conduit in the temporary conduit system.

New Bridge:

- Design-Builder shall allocate space for one (1) - 4" diameter conduit, both off of and on the new bridge.
- Design-Builder shall furnish and install one (1) - 4" diameter PVC SCH #40 conduit, both off of

Time frames required by AT&T:

- Two (2) weeks each for the new cable installation into both the temporary conduit system and the permanent conduit system. The stated time frames include all necessary section throws and cable splicing required to make the cable operational and commences once the conduit is available to FirstLight.
- Two (2) weeks to vacate the existing utility pole to the south of the bridge. This time frame will begin once AT&T Communications vacates the pole.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
 - Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
 - Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
 - Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
 - Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
-
-

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: The Design Builder will install one (1) conduit for both the temporary relocation and on the proposed bridge, both on and off structure, for the relocation of FirstLight Fiber facilities. The new conduit is to be the property of FirstLight Fiber.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name) Owner or Agent (Signature) Title Date

_____ Regional Utilities Engineer _____
For NYSDOT Commissioner of Transportation Title Date

New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Crown Castle USA Inc.

REF # 12B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Crown Castle USA Inc.**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

An overhead fiber optic telecommunication cable is located along East Lincoln Avenue above the existing structure carrying East Lincoln Avenue over the Hutchinson River Parkway. The cable is presently located on State and County Right-of-Way as shown on the plans for the proposed transportation project. The fiber optic cable is located on five (5) utility poles in conflict with the bridge replacement, as identified on the attached "Utility Pole Relocation Listing". The overhead facilities are to be adjusted using two relocations.

The project will require that a temporary relocation of Crown Castle facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, Crown Castle will relocate onto the new bridge.

Crown Castle USA Inc. will perform the following work using their own forces:

Temporary Relocation:

Crown will relocate into one (1) 1-1/4" innerduct within one of the (3) 4" diameter conduits placed for Crown Castle and other communication companies.

New Bridge:

Crown Castle will relocate into one (1) - 4" diameter conduit placed for Crown Castle, both off of and on the new bridge. Once the new cable is put into service, Crown Castle will remove the cable from the temporary system.

Time frames required by Crown Castle:

- Two (2) weeks each for the new cable installation into both the temporary conduit system and the permanent conduit system. The stated time frames include all necessary section throws and cable splicing required to make the cable operational and commences once the conduit is available to Crown Castle.
- Two (2) weeks to vacate the existing utility pole to the south of the bridge. This time frame will begin once FirstLight vacates the pole.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
 - Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
 - Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
 - Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
 - Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
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III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: _____

- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.

D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____ , by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title Regional Utilities Engineer	Date
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For NYSDOT Commissioner of Transportation	Title	Date
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New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Crown Castle Fiber

REF # 13B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Crown Castle Fiber**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

An overhead fiber optic telecommunication cable is located along East Lincoln Avenue above the existing structure carrying East Lincoln Avenue over the Hutchinson River Parkway. The cable is presently located on State and County Right-of-Way as shown on the plans for the proposed transportation project. The fiber optic cable is located on five (5) utility poles in conflict with the bridge replacement, as identified on the attached "Utility Pole Relocation Listing". The overhead facilities are to be adjusted using two relocations.

The project will require that a temporary relocation of Crown Castle facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, Crown Castle will relocate onto the new bridge.

Crown Castle Fiber Inc. has a betterment share in the contract for the Design-Builder to perform the following work:

Temporary Relocation:

- Design-Builder shall allocate space for one (1) 1-1/4" HDPE innerducts within a 4" diameter PVC conduit in the temporary conduit system.
- Design-Builder shall furnish and install one (1) 1-1/4" HDPE innerduct within a 4" diameter schdl #40 PVC conduit in the temporary conduit system.

New Bridge:

- Design-Builder shall allocate space for one (1) - 4" diameter conduit, both off of and on the new bridge.
- Design-Builder shall furnish and install one (1) - 4" diameter PVC SCH #40 conduit, both off of

Time frames required by Crown Castle:

- Two (2) weeks each for the new cable installation into both the temporary conduit system and the permanent conduit system. The stated time frames include all necessary section throws and cable splicing required to make the cable operational and commences once the conduit is available to Crown Castle.
- Two (2) weeks to vacate the existing utility pole to the south of the bridge. This time frame will begin once FirstLight vacates the pole.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
 - Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
 - Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
 - Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
 - Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
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III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: The Design Builder will install one (1) conduit for both the temporary relocation and on the proposed bridge, both on and off structure, for the relocation of Crown Castle facilities. The new conduit is to be the property of Crown Castle Fiber.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent (Signature) Title Date

For NYSDOT Commissioner of Transportation Regional Utilities Engineer _____
Title Date

New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Altice USA

REF # 14B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Altice USA**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

An overhead fiber optic telecommunication cable is located along East Lincoln Avenue above the existing structure carrying East Lincoln Avenue over the Hutchinson River Parkway. The cable is presently located on State and County Right-of-Way as shown on the plans for the proposed transportation project. The fiber optic cable is located on five (5) utility poles in conflict with the bridge replacement, as identified on the attached "Utility Pole Relocation Listing". The overhead facilities are to be adjusted using two relocations.

The project will require that a temporary relocation of Altice facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, Altice will relocate onto the new bridge.

Altice USA will perform the following work using their own forces:

Temporary Relocation:

Altice will relocate into one (1) 1-1/4" innerduct within a 4" diameter PVC conduit placed for Altice USA.

New Bridge:

Altice USA will relocate into one (1) - 4" diameter conduit placed for Altice USA, both off of and on the new bridge. Once the new cable is put into service, Altice USA will remove the cable from the temporary system.

Time frames required by ALTICE USA:

- Two (2) weeks each for the new cable installation into both the temporary conduit system and the permanent conduit system. The stated time frames include all necessary section throws and cable splicing required to make the cable operational and commences once the conduit is available to ALTICE USA.
- Two (2) weeks to vacate the existing utility pole to the south of the bridge. This time frame will begin once Crown Castle vacates the pole.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
 - Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
 - Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
 - Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
 - Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
-
-

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: _____

- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
		Regional Utilities Engineer	

For NYSDOT Commissioner of Transportation	Title	Date
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HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Altice USA

REF # 15B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Altice USA**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

An overhead fiber optic telecommunication cable is located along East Lincoln Avenue above the existing structure carrying East Lincoln Avenue over the Hutchinson River Parkway. The cable is presently located on State and County Right-of-Way as shown on the plans for the proposed transportation project. The fiber optic cable is located on five (5) utility poles in conflict with the bridge replacement, as identified on the attached "Utility Pole Relocation Listing". The overhead facilities are to be adjusted using two relocations.

The project will require that a temporary relocation of Altice facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, Altice will relocate onto the new bridge.

Altice USA has a betterment share in the contract for the Design-Builder to perform the following work:

Temporary Relocation:

- Design-Builder shall allocate space for one (1) 1-1/4" HDPE innerducts within a 4" diameter PVC conduit in the temporary conduit system.
- Design-Builder shall furnish and install one (1) 1-1/4" HDPE innerduct within a 4" diameter schdl #40 PVC conduit in the temporary conduit system.

New Bridge:

- Design-Builder shall allocate space for one (1) - 4" diameter conduit, both off of and on the new bridge.
- Design-Builder shall furnish and install one (1) - 4" diameter PVC SCH #40 conduit, both off of and on the new bridge.

Time frames required by Altice:

- Two (2) weeks each for the new cable installation into both the temporary conduit system and the permanent conduit system. The stated time frames include all necessary section throws and cable splicing required to make the cable operational and commences once the conduit is available to Altice.
- Two (2) weeks to vacate the existing utility pole to the south of the bridge. This time frame will begin once Crown Castle vacates the pole.

II. Financial Responsibility (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: The Design Builder will install one (1) conduit for both the temporary relocation and on the proposed bridge, both on and off structure, for the relocation of Altice USA facilities. The new conduit is to be the property of Altice USA.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name) Owner or Agent (Signature) Title Date

For NYSDOT Commissioner of Transportation Regional Utilities Engineer Title Date

New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

City of Mount Vernon

REF # 16A

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **City of Mount Vernon** of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

An existing 16" sanitary sewer facility owned by the City of Mount Vernon, presently located on City, County and State Right-of-Way, as shown on the plans for the proposed transportation project. Conflicts are expected where the existing sewer crosses beneath the existing Lincoln Avenue west bridge abutment footing and beneath the Hutchinson River Parkway. The City agrees to work with the State and its successful Design-Builder to develop and construct a design, approved by the City, to reroute the sewer and avoid any conflicts with construction. The modifications to the sanitary sewer will be made at no cost to the City.

The Design-Builder shall be responsible for designing and funding any proposed sanitary sewer relocations in kind. Relocations shall meet the requirements of the owner.

II. Time frames required by City of Mount Vernon

- One (1) week each for the review of the new sewer main plans including the stamp of a professional engineer.
- One (1) week to inspect and test the newly installed sewer main.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: _____

- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
		Regional Utilities Engineer	

For NYSDOT Commissioner of Transportation	Title	Date
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New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Verizon Communications

REF # 17B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REF. # 17B
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Verizon Communications**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

Verizon Communications does not currently have any existing facilities at or near the bridge carrying East Lincoln Avenue over the Hutchinson River Parkway and Hutchinson River, between the City of Mount Vernon and Town of Pelham.

As part of this project Verizon Communications would like new conduits installed on the new bridge for future use.

Verizon Communications has a betterment share in the contract for the Design-Builder to perform the following work:

New Bridge:

- Design-Builder shall allocate space for 4- 4" diameter conduit, both off of and on the new bridge.
- Design-Builder shall furnish and install 4 - 4" diameter pvc conduit on the bridge approaches and 4-4" diameter fiberglass conduits on the new bridge.

Time frames required by Verizon:

- Verizon will install new cable in the conduit system after the Department's contractor has completed work at this site.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: The Design Builder will install four (4) conduits on both the temporary and proposed bridges, both on and off structure, for the future installation of Verizon facilities. The new conduits are to be the property of Verizon Communications.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name) Owner or Agent (Signature) Title Date

For NYSDOT Commissioner of Transportation Regional Utilities Engineer _____
Title Date

New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Westchester County

REF # 18A

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Westchester County**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

Existing municipal sanitary sewer facilities owned by Westchester County, are presently located on State and Town Right-of-Way, as shown on the plans for the proposed transportation project. While the facilities are present, no conflicts with the State construction project are anticipated at this time. The County however, agrees to work with the State and its Design-Builder as the project design develops and if potential conflicts are discovered.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: As discussed on pages 1 & 2 of this Agreement under Section I. Existing Facilities.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
		Regional Utilities Engineer	

For NYSDOT Commissioner of Transportation	Title	Date
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New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Charter Spectrum

REF # 19B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Charter Spectrum**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

An Overhead fiber optic telecommunication cable is located along East Lincoln Avenue above the existing structure carrying East Lincoln Avenue over the Hutchinson River Parkway. The cable is presently located on State and County Right-of-Way as shown on the plans for the proposed transportation project. The fiber optic cable is located on five (5) utility poles in conflict with the bridge replacement, as identified on the attached "Utility Pole Relocation Listing". The overhead facilities are to be adjusted using two relocations.

The project will require that a temporary relocation of CHARTER SPECTRUM facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, CHARTER SPECTRUM will relocate onto the new bridge.

CHARTER SPECTRUM will perform the following work using their own forces:

Temporary Relocation:

CHARTER SPECTRUM will relocate into one (1) 1-1/4" innerduct within one of the (3) 4" diameter conduits placed for CHARTER SPECTRUM and other communication companies.

New Bridge:

CHARTER SPECTRUM will relocate into one (1) - 4" diameter PVC conduit placed for CHARTER SPECTRUM, both off of and on the new bridge. Once the new cable is put into service, CHARTER SPECTRUM will remove the cable from the temporary system.

Time frames required by CHARTER SPECTRUM:

- Two (2) weeks each for the new cable installation into both the temporary conduit system and the permanent conduit system. The stated time frames include all necessary section throws and cable splicing required to make the cable operational and commences once the conduit is available to CHARTER SPECTRUM.
- Two (2) weeks to vacate the existing utility pole to the south of the bridge. This time frame will begin once FirstLight vacates the pole.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
 - Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
 - Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
 - Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
 - Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
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III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: _____

- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.

D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____ , by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
		Regional Utilities Engineer	

For NYSDOT Commissioner of Transportation	Title	Date
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New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST
LINCOLN AVENUE (BINS 5500100 AND 3348300)

Charter Spectrum

REF # 20B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8101.46	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Charter Spectrum** of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities

An overhead fiber optic telecommunication cable is located along East Lincoln Avenue above the existing structure carrying East Lincoln Avenue over the Hutchinson River Parkway. The cable is presently located on State and County Right-of-Way as shown on the plans for the proposed transportation project. The fiber optic cable is located on five (5) utility poles in conflict with the bridge replacement, as identified on the attached "Utility Pole Relocation Listing". The overhead facilities are to be adjusted using two relocations.

The project will require that a temporary relocation of CHARTER SPECTRUM facilities be designed and installed prior to the demolition of the existing structure. Once the new bridge is built, CHARTER SPECTRUM will relocate onto the new bridge.

CHARTER SPECTRUM Communications has a betterment share in the contract for the Design-Builder to perform the following work:

Temporary Relocation:

- Design-Builder shall allocate space for one (1) 1-1/4" HDPE innerducts within a 4" diameter PVC conduit in the temporary conduit system.
- Design-Builder shall furnish and install one (1) 1-1/4" HDPE innerduct within a 4" diameter schdl #40 PVC conduit in the temporary conduit system.

New Bridge:

- Design-Builder shall allocate space for one (1) - 4" diameter PVC conduit both off of and on the new bridge.
- Design-Builder shall furnish and install one (1) - 4" diameter schdl #40 PVC conduit both off of

Time frames required by CHARTER SPECTRUM:

- Two (2) weeks each for the new cable installation into both the temporary conduit system and the permanent conduit system. The stated time frames include all necessary section throws and cable splicing required to make the cable operational and commences once the conduit is available to CHARTER SPECTRUM.
- Two (2) weeks to vacate the existing utility pole to the south of the bridge. This time frame will begin once FirstLight vacates the pole.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
 - Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
 - Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
 - Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
 - Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
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III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: The Design Builder will install one (1) conduit containing two (2) innerducts for both the temporary relocation and on the proposed bridge, both on and off structure, for the relocation of CHARTER SPECTRUM facilities. The new conduit is to be the property of CHARTER SPECTRUM Communications, LLC.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.

D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8101.46
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent (Signature) Title Date

For NYSDOT Commissioner of Transportation Regional Utilities Engineer Title Date

New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

ROUTE 1 OVER THE MAMARONECK RIVER (BIN 1000040)

Consolidated Edison Company of New York, Inc.

REF # 1B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8473.14.121	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Consolidated Edison Company of New York, Inc.**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor. The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, the contractor and New York State Department of Transportation.

I. Existing Facilities and Description of Work

Primary and secondary underground electric cables are located along U.S. Route 1 and within the existing structure carrying U.S. Route 1 over the Mamaroneck River, presently located on State Right-of-Way as shown on the plans for the proposed transportation project. There are three (3) underground 4" fiber conduits which approach the existing structure from the east side and six (6) underground 4" iron conduits which approach the existing structure from the west side. It is unknown where the transition between the two conduit systems occurs. The electric distribution facilities are to be adjusted using two relocations, one onto temporary poles and a second onto the new structure.

Consolidated Edison will perform the following work using its own forces:

Temporary Relocation:

Consolidated Edison will temporarily relocate their facilities overhead during the closure of Route 1 to perform the bridge replacement work. The temporary relocation will be constructed along the sidewalk on the north side of Route 1 and shall allow a minimum sidewalk width of 5' to remain open to pedestrian traffic. Consolidated Edison will be responsible for supplying all the material and performing all the work for the temporary overhead installation, including, but not limited to manholes, conduits, poles, and all associated fittings.

Once the temporarily relocated electric facilities are energized, Consolidated Edison will remove all cables from the existing underground system.

This work shall be completed prior to the anticipated Route 1 closure date of July 7, 2021

New Bridge:

Consolidated Edison will require six (6) 5" fiberglass conduits on the new bridge. Consolidated Edison

will be responsible for supplying all materials for the conduit installation including but not limited to manholes, conduits and all associated fittings. Once the new conduit system is complete and approved by Consolidated Edison, Consolidated Edison forces will be responsible for installing all new cables into the new conduit system and make all final connections. Once the relocated electric feeders are energized, and all other utilities are removed from the temporary poles, Consolidated Edison will remove the poles and cables from the temporary system.

Design-Builder will be responsible for all maintenance and protection of traffic, at no additional cost to Con Edison.

See *Preliminary Utility Work Agreement #2B* for work on Con Edison electric facilities to be performed by the Design-Builder.

All work to be performed by Con Edison will require

Time frames:

- Design Builder shall provide Con Edison with thirty (30) days advance written notice as to when Con Edison needs to deliver the conduits, manholes and other materials to the job site.
- Design Builder shall provide Con Edison with forty-eight (48) hours advance written notice prior to any conduit installation so as to afford Con Edison the opportunity to be present.
- Consolidated Edison has one (1) primary electric feeder on the existing bridge which must be re-established on temporary poles during replacement of the bridge and then re-established onto the new bridge.
- The time required to run the new cables, schedule the outages and energize the new system is twenty (20) weeks per move.

Circumstances beyond the control of Con Edison, including but not limited to field conditions, weather, project schedule, access issues, and design or work scope changes might cause Con Edison to be unable to perform the work according to the above-mentioned time frames.

Con Edison shall be provided with safe access to perform the above mentioned work on its facilities by the Design-Builder including site access for any equipment necessary to perform the work. This access shall be provided at no additional cost to Con Edison.

All Con Edison facilities must operate safely and reliably during the project's construction. Con Edison shall be given access to the project site and its facilities at all times, 24 hours per day/7 days per week, to operate, maintain, repair and inspect its facilities in order to provide service to its customers or in the event of an emergency.

It is important to note that these primary electric feeders may not be taken out of service from May 15th through September 15th of each year.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

 - Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)

 - Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)

 - Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)

 - Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.

 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.

 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
-
-

III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.

By the Owner's forces.

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

There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

There is betterment described as follows: _____

The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.

The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8473.14
Plan sheets No. _____

- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____ , by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent (Signature) Title Date

Regional Utilities Engineer

For NYSDOT Commissioner of Transportation Title Date

New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

ROUTE 1 OVER THE MAMARONECK RIVER (BIN 1000040)

Consolidated Edison Company of New York, Inc.

REF # 2B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8473.14.121	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Consolidated Edison Company of New York, Inc.** (Con Edison) of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's design-build contractor (the "Design-Builder"). Said Design-Builder will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, Design-Builder, and New York State Department of Transportation.

I. Existing Facilities and Description of Work

Primary and secondary underground electric cables are located along U.S. Route 1 and within the existing structure carrying U.S. Route 1 over the Mamaroneck River, presently located on State Right-of-Way as shown on the plans for the proposed transportation project. There are three (3) underground 4" fiber conduits which approach the existing structure from the east side and six (6) underground 4" iron conduits which approach the existing structure from the west side. It is unknown where the transition between the two conduit systems occurs. The electric distribution facilities are to be adjusted using two relocations, one onto temporary poles and a second onto the new structure.

Con Edison has a betterment share in the contract for the Design-Builder to perform the following work:

New Bridge:

Design-Builder will install six (6) 5" fiberglass conduits on the new bridge. The Design-Builder will be responsible for installing the entire conduit system to house the relocated electric system, both on and off the new bridge. Design-Builder will be responsible for furnishing the hangers and other hardware necessary to accommodate the conduits on the new bridge and will perform all trench excavation, backfill and maintenance off the bridge in accordance with Con Edison requirements. Once off the bridge, Design-Builder will install the new conduit system to manholes (M1900 and M1901) on each side of the bridge as identified on Con Edison plans. Design-Builder shall be responsible for removal and disposal of all abandoned conduits on and off the existing bridge.

Design-Builder will also be responsible for all maintenance and protection of traffic, at no additional cost to Con Edison.

Time frames:

- Design Builder shall provide Con Edison with thirty (30) days advance written notice as to when Con Edison needs to deliver the conduits, manholes and other materials to the job site.
- Design Builder shall provide Con Edison with forty-eight (48) hours advance written notice prior to any conduit installation so as to afford Con Edison the opportunity to be present.
- Consolidated Edison has one (1) primary electric feeder on the existing bridge which must be re-established on temporary poles during replacement of the bridge and then re-established onto the new bridge.
- The time required to run the new cables, schedule the outages and energize the new system is twenty (20) weeks per move.

Circumstances beyond the control of Con Edison, including but not limited to field conditions, weather, project schedule, access issues, and design or work scope changes might cause Con Edison to be unable to perform the work according to the above-mentioned time frames.

All Con Edison facilities must operate safely and reliably during the project's construction. Con Edison shall be given access to the project site and its facilities, 24 hours per day/7 days per week, to operate, maintain, repair and inspect its facilities in order to provide service to its customers or in the event of an emergency.

It is important to note that these primary electric feeders may not be taken out of service from May 15th through September 15th of each year.

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT**

PRELIMINARY UTILITY WORK AGREEMENT

II. Financial Responsibility (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: The Design Builder will install conduit systems on both the temporary and proposed bridges, both on and off structure, for the relocation of electric distribution facilities. The new conduit system is to be the property of Consolidated Edison.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8473.14
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____ , by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
		Regional Utilities Engineer	

For NYSDOT Commissioner of Transportation	Title	Date
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New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

ROUTE 1 OVER THE MAMARONECK RIVER (BIN 1000040)

Consolidated Edison Company of New York, Inc.

REF # 3B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8473.14.121	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Consolidated Edison Company of New York, Inc.**, (“Con Edison”) of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation’s Design-Build Contractor (the “Design-Builder”). Said Design-Builder will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, Design-Builder, and New York State Department of Transportation.

I. Existing Facilities and Description of Work

A twenty (20) inch underground steel high pressure gas main is located along Route 1. This gas main transitions to three (3) 12’ gas mains to cross over the bridge. This facility is to be replaced using two relocations. Consolidated Edison (ConEd) also has a twelve (12) inch underground cast iron low pressure gas main located along Route 1. This gas main is to be taken out of service by Con Edison prior to the anticipated Route 1 closure date of July 7, 2021.

Consolidated Edison will perform the following work using their own forces:

Temporary Relocation:

ConEd will require a twenty (20) inch temporary gas main for the temporary relocation. ConEd will supply all the steel piping and fittings required for the system. After the Design-Builder installs the temporary gas main and completes proper testing, ConEd will perform a cathodic protection acceptance test and complete live tie-ins. In addition, ConEd will remove all residual gas from the section of the existing twenty (20) inch gas main that is to be removed. ConEd will take the existing twelve (12) inch gas main out of service, cap the ends, and remove all residual gas from the section to be removed.

This work is to be completed prior to the anticipated Route 1 closure date of July 7, 2021.

New Bridge:

Consolidated Edison will require a twenty (20) inch gas main on the new bridge, ConEd will be responsible for supplying the gas main materials and all associated fittings. After the Design-Builder installs the new gas main on the new bridge and completes proper testing, ConEd will perform a cathodic protection acceptance test and complete live tie-ins. ConEd forces will perform all work on live gas mains

and all live tie-ins, and be responsible for severing the ends of all gas mains to be removed. ConEd will remove all residual gas from the temporary gas main.

Design-Builder will be responsible for all maintenance and protection of traffic, at no additional cost to Con Edison.

See *Preliminary Utility Work Agreement #4B* for work on Con Edison gas facilities to be performed by the Design-Builder.

All work to be performed by Con Edison will require

Time frames:

- Design-Builder shall provide Con Edison with thirty (30) day advance written notice as to when Con Edison needs to deliver the gas mains and appurtenances to the job site
- Design-Builder shall provide Con Edison with forty-eight (48) hours advance written notice prior to any gas installation so as to afford Con Edison the opportunity to be present.
- Once the newly installed gas main in both the temporary and final relocation have satisfactorily passed all testing requirements ConEd will require fourteen (14) working days for each live tie-in.

Circumstances beyond the control of Con Edison, including but not limited to field conditions, weather, project schedule, access issues, and design or work scope changes might cause Con Edison to be unable to perform the work according to the above-mentioned time frames.

Con Edison shall be provided with safe access to perform the above mentioned work on its facilities by the Design-Builder including site access for any equipment necessary to perform the work. This access shall be provided at no additional cost to Con Edison.

All Consolidated Edison facilities must operate safely and reliably during the project's construction. Consolidated Edison shall be given access to the project site and its facilities at all times, 24 hours per day/7 days per week, to operate, maintain, repair and inspect its facilities in order to provide service to its customers or in the event of an emergency.

It is important to note that work on live gas mains may not be performed from November 1st through April 1st of each year.

II. Financial Responsibility (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of

Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)

- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: _____

- The owner will not claim reimbursement for that betterment portion of the work, but will duly

account for it as required by applicable NYSDOT and FHWA procedures.

- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
 - Contract documents : Contract number: D#900049
PIN: 810146
Plan sheets No. _____
 - Owner's plan sheets _____
 - Owner's estimate sheets form No. _____
 - Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
 - Certification by the owner or his agent that he has the legal authority to enter into this agreement.
-

PRELIMINARY UTILITY WORK AGREEMENT

(Print/Type Name) Owner or Agent (Signature) Title Date

Regional Utilities Engineer

For NYSDOT Commissioner of Transportation Title Date

New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

ROUTE 1 OVER THE MAMARONECK RIVER (BIN 1000040)

Consolidated Edison Company of New York, Inc.

REF # 4B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8473.14.121	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Con Edison Company of New York, Inc.** ("Con Edison") of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's Design-Build Contractor (the "Design-Builder"). Said Design-Builder will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, Design-Builder, and New York State Department of Transportation.

I. Existing Facilities and Description of Work

A twenty (20) inch underground steel high pressure gas main is located along Route 1. This gas main transitions to three (3) 12 inch gas mains to cross over the bridge. This facility is to be replaced using two relocations. Con Edison (Con Edison) also has a twelve (12) inch underground cast iron low pressure gas main located along Route 1. This gas main is to be taken out of service by Con Edison.

Con Edison has a betterment share in the contract for the Design-Builder to perform the following work:

Temporary Relocation:

Con Edison will require a twenty (20) inch gas main for the temporary relocation. Con Edison will supply all the steel piping and fittings required for the system. Design-Builder must use a Con Edison approved sub-contractor for tapping into the existing 20" gas main. After Design-Builder installs the temporary gas main and completes proper testing, Con Edison will perform a cathodic protection acceptance test and complete live tie-ins. In addition, Con Edison will remove all residual gas from the existing twenty (20) inch gas main that is to be removed.

This work is to be completed prior to the anticipated Route 1 closure date of July 7, 2021.

New Bridge:

Design-Builder will install a new twenty (20) inch gas main on the new bridge. Design-Builder will be responsible for furnishing the seat assemblies, hangers and other hardware necessary to accommodate the gas main on the new bridge. Design-Builder will be responsible for installing all gas mains and

appurtenances including testing (pressure testing, x-ray testing, etc.) in accordance with Con Edison specifications, both on and off the new bridge. Design-Builder shall be responsible for excavating all necessary trenches and backfilling for installation of the temporary and permanent gas mains in accordance with Con Edison requirements. Once off the new bridge the gas installation will terminate on each side of the bridge at tie-in points identified by Con Edison. Once the new gas main is put into service, Con Edison will remove the temporary gas main from service. Once Con Edison removes all gas from the temporary gas main, Design-Builder may remove and dispose of the temporary gas main. Design-Builder shall be responsible for removal and disposal of all abandoned gas mains on and off the existing bridge.

Design-Builder will also be responsible for all maintenance and protection of traffic, at no additional cost to Con Edison.

Time frames:

- Design-Builder shall provide Con Edison with thirty (30) day advance written notice as to when Con Edison needs to deliver the gas mains and appurtenances to the job site.
- Design-Builder shall provide Con Edison with forty-eight (48) hours advance written notice prior to any gas installations so as to afford Con Edison the opportunity to be present.
- Once the newly installed gas mains in both the temporary and final relocation have satisfactorily passed all testing requirements, Con Edison will require fourteen (14) working days for each live tie-in.

Circumstances beyond the control of Con Edison, including but not limited to field conditions, weather, project schedule, access issues, and design or work scope changes might cause Con Edison to be unable to perform the work according to the above-mentioned time frames.

All Con Edison facilities must operate safely and reliably during the project's construction. Con Edison shall be given access to the project site and its facilities, 24 hours per day/7 days per week, to operate, maintain, repair and inspect its facilities in order to provide service to its customers or in the event of an emergency.

It is important to note that work on live gas mains may not be performed from November 1st through April 1st of each year.

II. Financial Responsibility (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of

Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)

- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
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III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: The Design Builder will install twelve (12)" gas mains on both the temporary and proposed bridges, both on and off structure, for the relocation of gas distribution facilities. The new gas main is to be the property of Con Edison.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

For NYSDOT Commissioner of Transportation

Title

Date

New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

ROUTE 1 OVER THE MAMARONECK RIVER (BIN 1000040)

Verizon Communications

REF # 5B

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

Project Identification No.: 8473.14	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Verizon Communications** ("Verizon"), of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's Design-Build Contractor (the "Design-Builder"). The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, Design-Builder, and New York State Department of Transportation.

I. Existing Facilities and Description of Work

Verizon has communication cables located in two underground duct banks running along Route 1. One duct bank consists of sixteen (16) concrete encased 4" Wrought Iron Conduits that run parallel to Route 1 and run from a manhole in the NW quadrant of the intersection with Mamaroneck Ave. (MH21) to a manhole on the east side of the bridge (MH 23). The other duct bank consists of eleven (11) concrete encased 4" Tile Conduits and runs from a manhole in the NW quadrant of the intersection with Mamaroneck Ave. (MH21) to a different manhole on the east side of the bridge (MH22). The communication facilities will be maintained during construction by utilizing two relocations. One will be onto temporary poles installed by Consolidated Edison, and the second will be into the new conduit system.

Verizon has a betterment share in the contract for the Design-Builder to perform the following work:

New Bridge:

Design-Builder will install two new duct banks consisting of fiberglass conduit over the new bridge and PVC on the bridge approaches, and connect them to existing manholes on both sides of the bridge. One will contain eight (8) 4" diameter conduits and will connect to MH21 on the west side and MH 23 on the east side. The other duct bank will contain four (4) 4" diameter conduits and will connect to MH21 on the west side and MH22 on the east side. The Design-Builder shall be responsible for excavating all necessary trenches and backfilling for installation of the permanent conduit systems according to the Verizon requirements.

Design-Builder will be responsible for all maintenance and protection of traffic for this work, at no additional cost to Verizon.

Time frames required by Verizon:

Verizon will require 70 days to install their cables onto the temporary poles installed by Consolidated Edison.

Once the temporary cables are in place, Verizon will require 60 days to remove their cables from the existing conduit systems.

Once the new conduit systems are installed, Verizon will require 60 days to install their new cables into the conduits.

II. Financial Responsibility (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: The Design Builder will install four (4) conduits on both the temporary and proposed bridges, both on and off structure, for the future installation of Verizon facilities. The new conduits are to be the property of Verizon Communications.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.

D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8473.14
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____ , by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date

	Regional Utilities Engineer	
For NYSDOT Commissioner of Transportation	Title	Date

New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

ROUTE 1 OVER THE MAMARONECK RIVER (BIN 1000040)

Verizon Communications

REF # 6B

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8473.14	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Verizon Communications** ("Verizon"), of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's Design-Build Contractor. Said Design-Builder will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, Design-Builder, and New York State Department of Transportation.

I. Existing Facilities

Verizon has communication cables located in two underground duct banks running along Route 1. One duct bank consists of sixteen (16) concrete encased 4" Wrought Iron Conduits that run parallel to Route 1 and run from a manhole in the NW quadrant of the intersection with Mamaroneck Ave. (MH21) to a manhole on the east side of the bridge (MH 23). The other duct bank consists of eleven (11) concrete encased 4" Tile Conduits and runs from a manhole in the NW quadrant of the intersection with Mamaroneck Ave. (MH21) to a different manhole on the east side of the bridge (MH22). The communication facilities will be maintained during construction by utilizing two relocations. One will be onto temporary poles installed by Con Edison, and the second will be into the new conduit system.

Verizon will perform the following work using their own forces:

Temporary Relocation

Verizon forces will temporarily relocate their cables overhead onto the poles installed by Con Edison. This will require them to also install conduits to connect to their manholes on both sides of the bridge. Verizon forces will be responsible for making all temporary connections. Once these cables are activated, Verizon will remove their cables from their existing underground duct banks.

This work shall be completed prior to the anticipated Route closure date of July 7, 2021.

New Bridge:

Verizon will require two new duct banks consisting of fiberglass conduit over the new bridge and PVC on the bridge approaches, connecting to existing manholes on both sides of the bridge. One will contain eight (8) 4" diameter conduits and will connect to MH21 on the west side and MH 23 on the east side. The other duct bank will contain four (4) 4" diameter conduits and will connect to MH21 on the west side and

MH22 on the east side. Once the new conduit system is complete and approved by Verizon, Verizon forces will be responsible for installing all new cables into the new conduit system and making all final connections. Once the new cables are activated, Verizon will remove all cables from the temporary system and remove any conduits associated with the temporary relocation.

Time frames required by Verizon:

Verizon will require 70 days to install their cables onto the temporary poles installed by Con Edison. Once the temporary cables are in place, Verizon will require 60 days to remove their cables from the existing conduit systems.

Once the new conduit systems are installed, Verizon will require 60 days to install their new cables into the conduits.

II. Financial Responsibility (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: The Design Builder will install four (4) conduits on both the temporary and proposed bridges, both on and off structure, for the future installation of Verizon facilities. The new conduits are to be the property of Verizon Communications.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8473.14
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
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For NYSDOT Commissioner of Transportation	Regional Utilities Engineer	Title	Date
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New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

ROUTE 1 OVER THE MAMARONECK RIVER (BIN 1000040)

Westchester Joint Water Works

REF # 7A

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

Project Identification No.: 8473.14	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Westchester Joint Water Works** (“WJWW”) of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation’s Design-Build Contractor (the “Design-Builder”). Said Design-Builder will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, Design-Builder, and New York State Department of Transportation.

I. Existing Facilities and Description of Work

An existing underground eight (8) inch cast iron water main owned by Westchester Joint Water Works along Route 1 is within the existing stone arch bridge carrying Route 1 over the Mamaroneck River, and is currently located within State Right-of-way as shown on the plans for the proposed transportation project. The existing water main is to be maintained in place or temporarily relocated during replacement of the existing bridge.

A new ten (10) inch water main is to be installed on the replacement bridge carrying Route 1 over the Mamaroneck River.

Design-Builder shall be responsible for designing and funding any proposed water main relocations. Relocations shall meet the requirements of the owner.

Design Builder shall either maintain the existing water main in place or temporarily relocate it during replacement of the existing bridge. The Design-Builder shall be responsible for providing any materials needed to temporarily relocate or maintain the existing water main in place. The Design-Builder shall supply and install any pipes and fittings necessary for a temporary relocation.

Design-builder shall be responsible for maintaining and re-establishing any water main services affected by the watermain work.

Design-Builder shall install tapping valves in the existing water main on both sides of the bridge to allow for connection of the new water main without a shutdown.

New Bridge:

Design-Builder will supply and install a new ten (10) inch ductile iron water main on the new bridge in accordance with WJWW specifications. Design-Builder will be responsible for furnishing the pipe, fittings, seat assemblies, hangers and other hardware necessary to accommodate the water main on and off the new bridge. Design-Builder will be responsible for installing all water mains and appurtenances including testing (disinfection, pressure testing, etc.) in accordance with WJWW and Westchester County Health Department specifications, both on and off the new bridge. Design- Builder will perform all trench excavation, backfill and maintenance off the bridge per WJWW requirements. Once off the new bridge the water main installation will terminate (on Route 1) on each side of the bridge at tie-in points identified by WJWW. All tie-ins shall be performed by Design-Builder. Design-Builder will remove any abandoned water mains once the new water main has been placed into service. Design-Builder shall be responsible for obtaining approval from the Westchester County Health Department for both temporary and permanent water main installations.

Shutdowns of the water main are not permitted. Any tapping of the water main shall be performed by utilizing wet taps.

Design-Builder will also be responsible for all maintenance and protection of traffic, at no additional cost to WJWW.

II. Time frames required by Westchester Joint Water Works:

- Two (2) weeks for the review of the new water main plans including the stamp of a professional engineer.
- Forty-eight (48) hours prior to any water main installations to afford them the opportunity to be present.

All WJWW facilities must operate safely and reliably during the project's construction. WJWW shall be given access to the project site and its facilities, 24 hours per day/7 days per week, to operate, maintain, repair and inspect its facilities in order to provide service to its customers or in the event of an emergency.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.

By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: The Design Builder will install twelve (12)" gas mains on both the temporary and proposed bridges, both on and off structure, for the relocation of gas distribution facilities. The new gas main is to be the property of Westchester Joint Water Works.
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. **References**

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number: D#900049
PIN: 8473.14
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____

- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.

- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
		Regional Utilities Engineer	

For NYSDOT Commissioner of Transportation		Title	Date
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New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

ROUTE 1 OVER THE MAMARONECK RIVER (BIN 1000040)

Crown Castle

REF # 8B

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

Project Identification No.: 8473.14	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Crown Castle USA Inc.** ("Crown Castle"), of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's Design-Build Contractor ("the Design-Builder"). Said Design-Builder will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, Design-Builder, and New York State Department of Transportation.

I. Existing Facilities and Description of Work

An underground fiber optic telecommunication cable owned by Crown Castle is located along Route 1 within a Verizon conduit system which passes within the existing stone arch bridge carrying Route 1 over the Mamaroneck River. The cable is presently located on State Right-of-Way as shown on the plans for the proposed transportation project. The underground facilities are to be maintained during replacement of the existing bridge by utilizing two relocations. One will be onto temporary poles installed by Con Edison, and the second will be into the new Verizon conduit system.

Crown Castle will perform the following work using their own forces:

Temporary Relocation

Crown Castle forces will temporarily relocate their cables overhead onto the poles installed by Con Edison. This may require them to also install conduits to connect to their manholes on both sides of the bridge. Crown Castle forces will be responsible for making all temporary connections. Once these cables are activated, Crown Castle will remove their fiber optic cable from the existing underground Verizon duct bank.

This work shall be completed prior to the anticipated Route 1 closure date of July 7, 2021.

New Bridge:

Crown Castle will relocate into one (1) - 4" diameter conduit placed within the Verizon conduit system, both off and on the new bridge. They will be responsible for making any permanent connections to put the new cable into service. Once the new cable is put into service, Crown Castle forces will remove their cable from the temporary poles.

Time frames required by Crown Castle:

- Three (3) weeks to relocate cable onto the temporary poles and three (3) weeks to install new cables into the permanent conduit system. The stated time frames include all necessary section throws and cable splicing required to make the cable operational and commences once the conduit is available to Crown Castle.

II. Financial Responsibility (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
 - Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
 - Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
 - Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
 - Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
 - Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
 - The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:
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III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

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

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows: _____
- The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.
- The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.

PRELIMINARY UTILITY WORK AGREEMENT

- Contract documents : Contract number: D#900049
PIN: 8473.14
Plan sheets No. _____
- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____ , by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
		Regional Utilities Engineer	

For NYSDOT Commissioner of Transportation	Title	Date
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New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

ROUTE 1 OVER THE MAMARONECK RIVER (BIN 1000040)

Westchester County Department of Environmental Facilities

REF # 9A

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN-BUILD CONTRACT

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

Project Identification No.: 8473.14	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Westchester County Department of Environmental Facilities** (the "County") of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's Design-Build Contractor (the "Design-Builder"). The said contractor will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, Design-Builder, and New York State Department of Transportation.

I. Existing Facilities and Description of Work

An existing underground sixty-six (66) inch sanitary sewer facility owned by the County along Route 1 passes within the bridge carrying Route 1 over the Mamaroneck River and is presently located on State Right-of-Way, as shown on the plans for the proposed transportation project. The County agrees to work with the State and its successful Design-Builder to develop and construct a design, approved by the Village, to relocate the sewer and avoid any conflicts with construction. It is anticipated that this will be accomplished by maintaining the existing sewer main in place during construction of the proposed bridge, then installing a new sixty-six (66) inch sewer main onto the proposed bridge. The modifications to and relocation of the sanitary sewer will be made at no cost to the County.

Design-Builder shall be responsible for designing and funding any proposed sanitary sewer relocations in kind. Relocations shall meet the requirements of the owner.

New Bridge:

Design-Builder will supply and install a new sixty-six (66) inch steel sewer main on the new bridge in accordance with County specifications. Design-Builder will be responsible for furnishing the pipe, fittings, manholes, and other materials necessary to install the sewer main on and off the new bridge. Design-Builder will perform all trench excavation, backfill, and connections off the bridge. Design-Builder will be responsible for installing all sewer mains and appurtenances including testing in accordance with Westchester County Department of Health and County requirements, both on and off the new bridge. Design-Builder will perform all trench excavation and backfill necessary as per County requirements.

Design-Builder shall be responsible for obtaining approval from the Westchester County Health Department for any modifications to the sanitary sewer system and for the installation of the new sewer

main.

Design-Builder will also be responsible for all maintenance and protection of traffic, at no additional cost to the County.

II. Time frames required by Westchester County

- Two (2) weeks each for the review of the new sewer main plans including the stamp of a professional engineer.
- One (1) week to inspect and test the modifications made to the sewer main.

II. Financial Responsibility (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.

By the Owner's forces.

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

There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

There is betterment described as follows: _____

The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.

The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

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

Federal Highway Administration's Federal-Aid Policy Guide Part 645.

Contract documents : Contract number: D#900049
 PIN: 8473.14
 Plan sheets No. _____

Owner's plan sheets _____

- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title Regional Utilities Engineer	Date
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For NYSDOT Commissioner of Transportation	Title	Date
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New York State Department of Transportation

HC-140 UTILITY WORK AGREEMENT

ROUTE 1 OVER THE MAMARONECK RIVER (BIN 1000040)

Village of Mamaroneck

REF # 16A

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

Project Identification No.: 8473.14	F.A. Project No.: N/A
ROW Declaration No.: N/A	Map Nos.: N/A
Parcel Nos.: N/A	County of Westchester
Contract No.: D900049	

Project Description: Bridge Replacement Design-Build Project necessitates the adjustment of utility facilities as hereinafter described, the owner, **Village of Mamaroneck** of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s). The work described herein is subject to change pending the design details and schedule developed by the New York State Department of Transportation's Design-Build Contractor (the "Design-Builder"). Said Design-Builder will coordinate with the owner in developing a Final Utility Work Agreement to be entered into by the owner, Design-Builder, and New York State Department of Transportation.

I. Existing Facilities and Description of Work

An existing underground eight (8) inch sanitary sewer facility owned by the Village of Mamaroneck along Route 1 passes under the bridge carrying Route 1 over the Mamaroneck River and is presently located on State Right-of-Way, as shown on the plans for the proposed transportation project. The Village agrees to work with the State and its successful Design-Builder to develop and construct a design, approved by the Village, to reroute the sewer and avoid any conflicts with construction. It is anticipated that this will be accomplished by tying the existing eight (8) inch sewer main into the existing sixty-six (66) inch Westchester County trunk sewer main on the east side of the existing bridge. The modifications to the sanitary sewer will be made at no cost to the Village.

Design-Builder shall be responsible for designing and funding any proposed sanitary sewer relocations in kind. Relocations shall meet the requirements of the owner.

The Design-Builder will be responsible for furnishing the pipe, fittings, manholes, and other materials necessary to connect the existing sanitary sewer to the Westchester County trunk main or relocate the sewer main as necessary. The Design-Builder will be responsible for installing all sewer mains and appurtenances including testing in accordance with Westchester County Department of Health and Village requirements, both on and off the new bridge. Design-Builder will perform all trench excavation and backfill necessary as per Village requirements.

Design-Builder shall be responsible for obtaining approval from the Westchester County Health Department for any modifications to the sanitary sewer system.

Design-Builder will also be responsible for all maintenance and protection of traffic, at no additional cost to the Village.

II. Time frames required by Village of Mamaroneck

- Two (2) weeks each for the review of the new sewer main plans including the stamp of a professional engineer.
- One (1) week to inspect and test the modifications made to the sewer main.

II. **Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)

- a. Best Interests of State.
- b. Utility not sufficiently staffed or equipped.

By the Owner's forces.

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

There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

There is betterment described as follows: _____

The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

The owner hereby agrees to deposit with the Comptroller of the State of New York, an agreed upon amount to cover the cost of the betterment as described above. The amount will be determined and agreed upon at a later date.

The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. **References**

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

Federal Highway Administration's Federal-Aid Policy Guide Part 645.

Contract documents : Contract number: D#900049
PIN: 8473.14
Plan sheets No. _____

PRELIMINARY UTILITY WORK AGREEMENT

- Owner's plan sheets _____
- Owner's estimate sheets form No. _____
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name)Owner or Agent	(Signature)	Title	Date
		Regional Utilities Engineer	

For NYSDOT Commissioner of Transportation	Title	Date
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LINCOLN AVENUE SUBSURFACE UTILITY ENGINEERING DATA

NYSDOT PIN: 8101.46.121
 Project Number: NY09500502
 Test Hole Date: 12-11-19
 City - State: Mount Vernon, NY
 Location: Lincoln Avenue

ES NY Engineering P.A., P.C.

Office: Syracuse, NY
 Crew Leader: J. Williams
 SUE Crew: MY, TD
 Truck No: 550565
 Units: English Metric

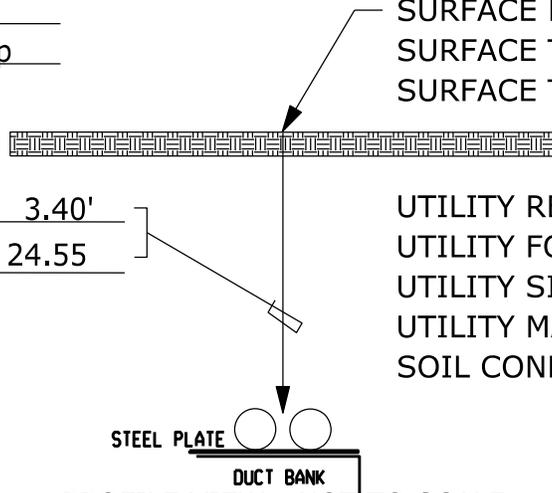
**Subsurface Utility Engineering
Test Hole Field Data**

TEST HOLE: 11
 IDENTIFIED BY: Rod & Cap

SURFACE ELEVATION: 27.95
 SURFACE TYPE: Natural Ground
 SURFACE THICKNESS: N/A

MANUAL DEPTH (TOP): 3.40'
 TOP OF UTILITY ELEVATION: 24.55

UTILITY REQUESTED: Con Edison Oil Static
 UTILITY FOUND: Con Edison Oil Static
 UTILITY SIZE: 4.00"
 UTILITY MATERIAL: See Note
 SOIL CONDITIONS: Sand, Clay, Rocks

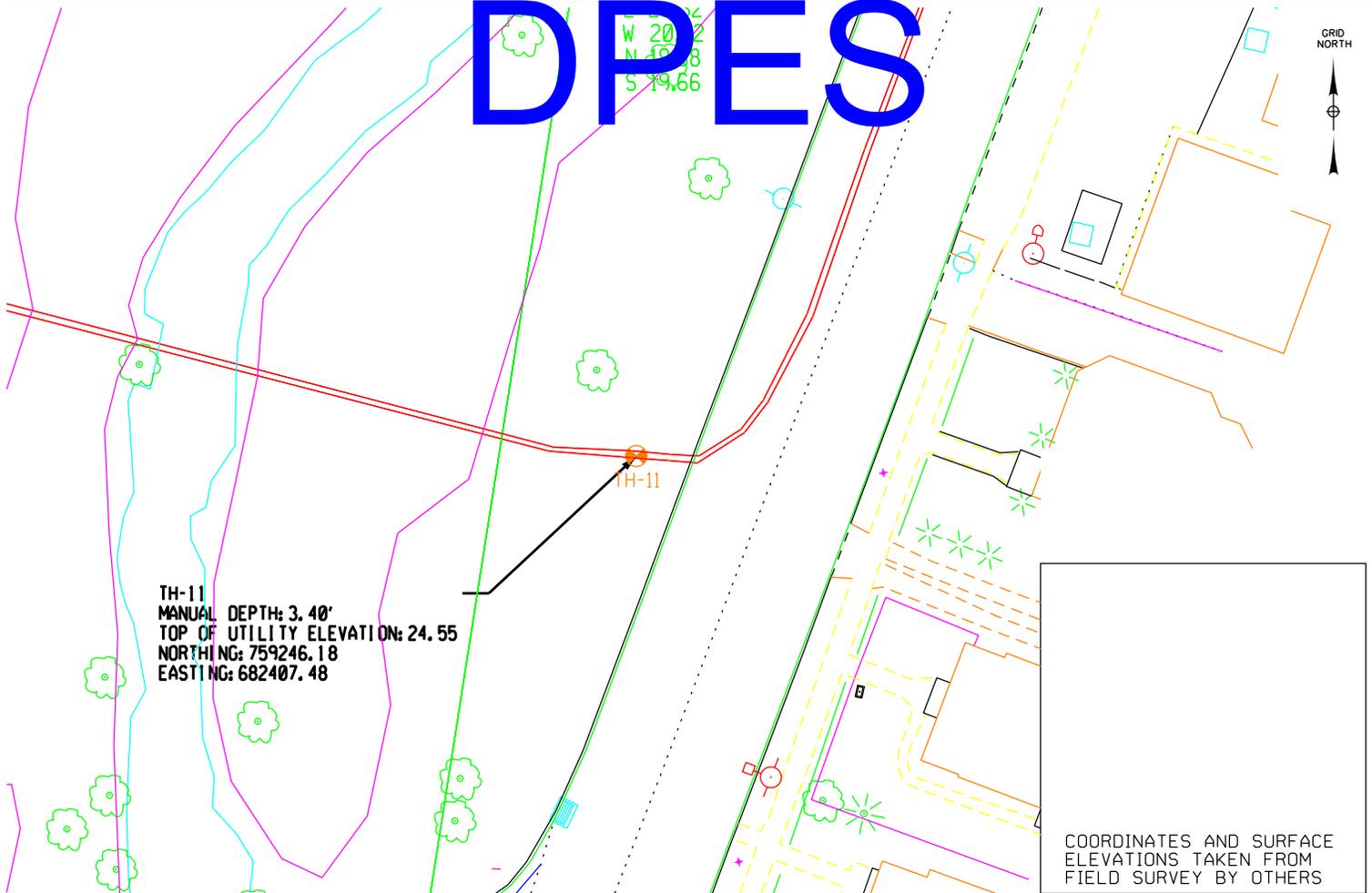


PROFILE VIEW - NOT TO SCALE

Note: Test hole revealed (2) 4.00" plastic pipes over a steel plate. A concrete duct bank was located under the steel plate. Reference pin set between the (2) 4.00" plastic pipes.

BEP = Building Entry Point; EOI = End of Information; EORI = End of Records Information; EOWL = End of Work Limit

DPES



PLAN VIEW - NOT TO SCALE

SURVEYOR: ES NY Engineering PREPARED BY: J. Levandowski CHECKED BY: Paul Tinkler



Test Hole 11-1



Test Hole 11-2



Test Hole 11-3



Test Hole 11-4



Test Hole 11-5



Test Hole 11-6

NYSDOT PIN: 8101.46.121
 Project Number: NY09500502
 Test Hole Date: 12-11-19
 City - State: Mount Vernon, NY
 Location: Lincoln Avenue

ES NY Engineering P.A., P.C.

**Subsurface Utility Engineering
Test Hole Field Data**

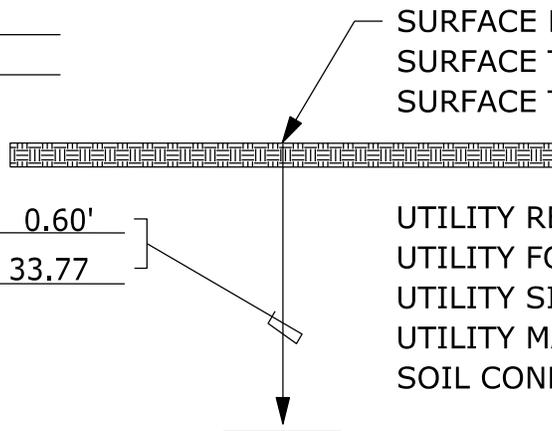
Office: Syracuse, NY
 Crew Leader: J. Williams
 SUE Crew: MY, TD
 Truck No: 550565
 Units: English Metric

TEST HOLE: 12
 IDENTIFIED BY: "X" Cut

SURFACE ELEVATION: 34.37
 SURFACE TYPE: Concrete
 SURFACE THICKNESS: 6.00"

MANUAL DEPTH (TOP): 0.60'
 TOP OF UTILITY ELEVATION: 33.77

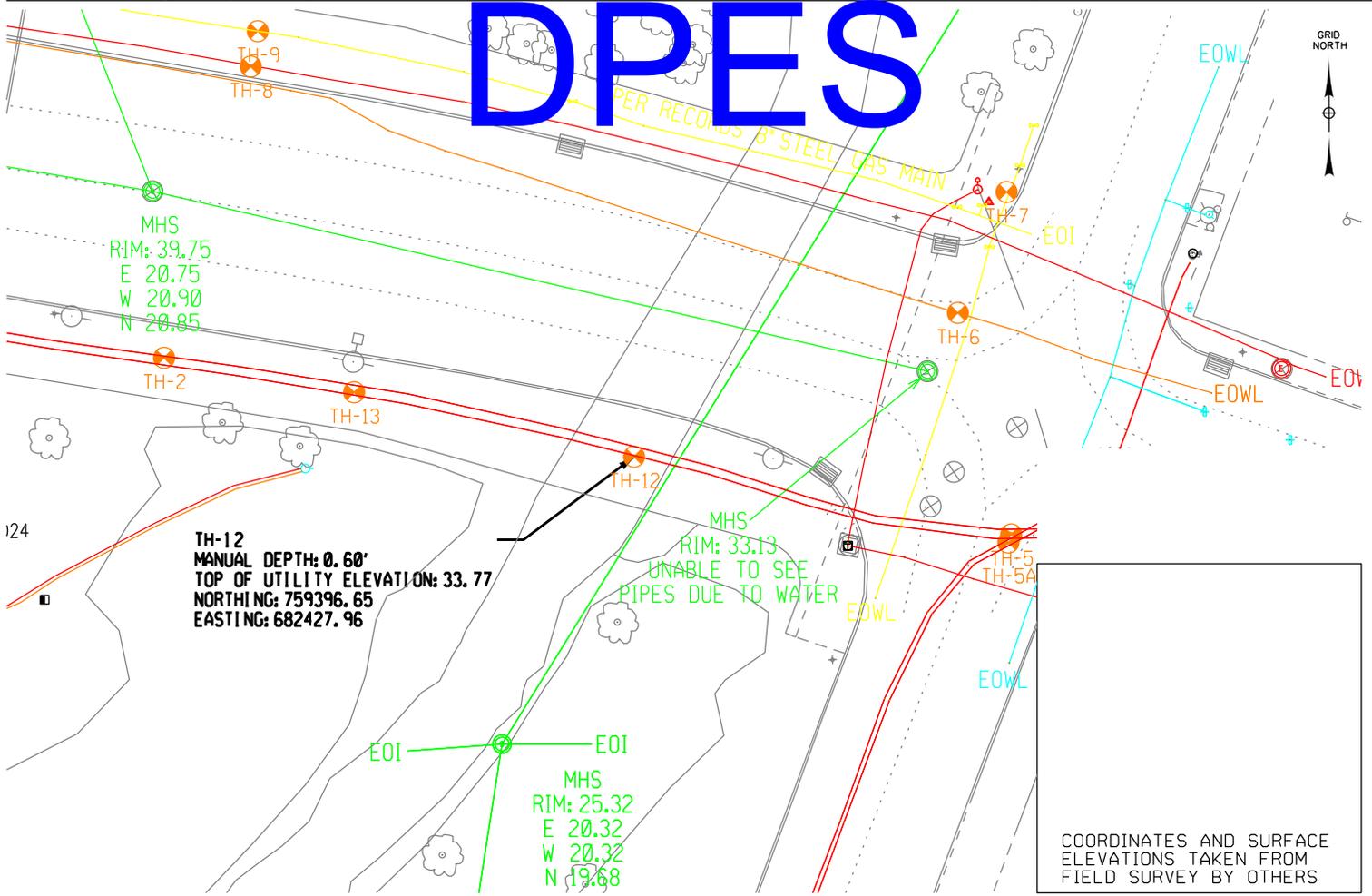
UTILITY REQUESTED: Con Edison Oil Static
 UTILITY FOUND: See Note
 UTILITY SIZE: See Note
 UTILITY MATERIAL: See Note
 SOIL CONDITIONS: Gravel



PROFILE VIEW - NOT TO SCALE

Note: Test hole revealed a steel plate directly beneath concrete sidewalk. Reference pin set over the test hole location.

BEP = Building Entry Point; EOI = End of Information; EORI = End of Records Information; EOWL = End of Work Limit



PLAN VIEW - NOT TO SCALE



Test Hole 12-1



Test Hole 12-2



Test Hole 12-3



Test Hole 12-4

NYSDOT PIN: 8101.46.121
 Project Number: NY09500502
 Test Hole Date: 12-11-19
 City - State: Mount Vernon, NY
 Location: Lincoln Avenue

ES NY Engineering P.A., P.C.

Office: Syracuse, NY
 Crew Leader: J. Williams
 SUE Crew: MY, TD
 Truck No: 550565
 Units: English Metric

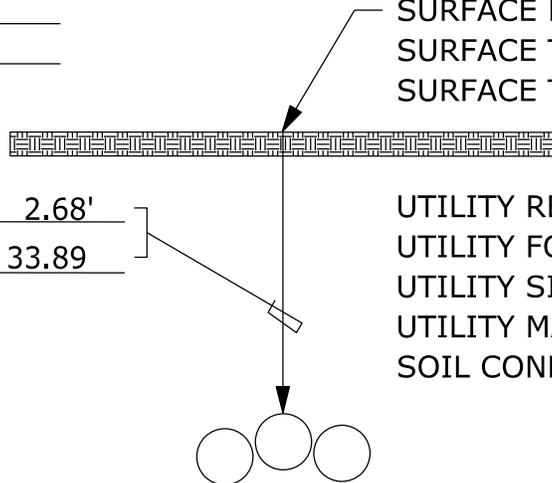
**Subsurface Utility Engineering
Test Hole Field Data**

TEST HOLE: 13
 IDENTIFIED BY: "X" Cut

SURFACE ELEVATION: 36.57
 SURFACE TYPE: Concrete
 SURFACE THICKNESS: 4.00"

MANUAL DEPTH (TOP): 2.68'
 TOP OF UTILITY ELEVATION: 33.89

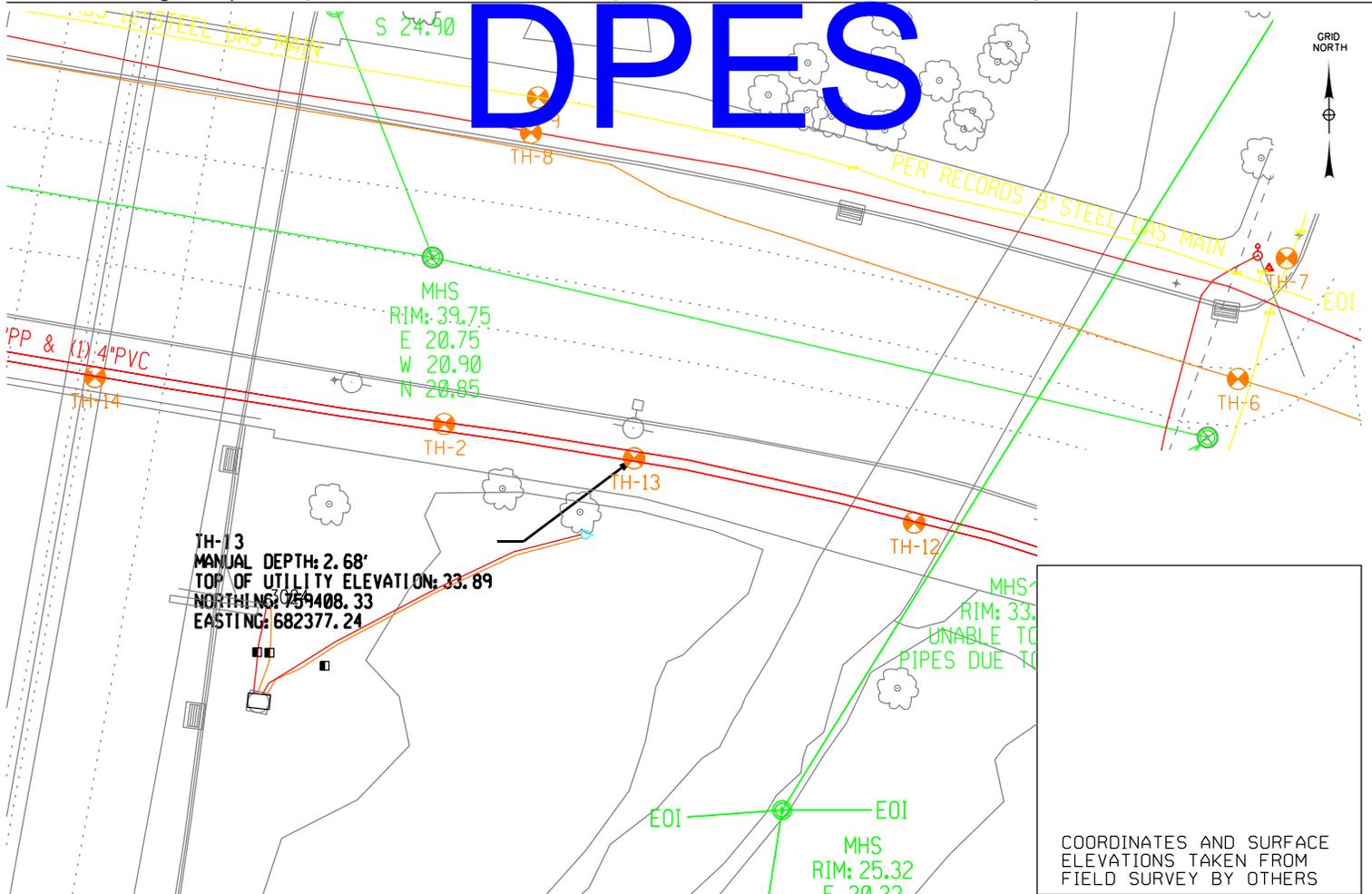
UTILITY REQUESTED: Con Edison Oil Static
 UTILITY FOUND: Con Edison Oil Static
 UTILITY SIZE: See Note
 UTILITY MATERIAL: See Note
 SOIL CONDITIONS: Thermal Sand / Gravel



PROFILE VIEW - NOT TO SCALE

Note: Test hole revealed (2) 5.00" HPP pipes and (1) 4.00" PVC pipe. Reference pin set over the crown of the 4.00 plastic pipe.

BEP = Building Entry Point; EOI = End of Information; EORI = End of Records Information; EOWL = End of Work Limit



PLAN VIEW - NOT TO SCALE



Test Hole 13-1



Test Hole 13-2



Test Hole 13-3



Test Hole 13-4

NYSDOT PIN: 8101.46.121
 Project Number: NY09500502
 Test Hole Date: 12-12-19
 City - State: Mount Vernon, NY
 Location: Lincoln Avenue

ES NY Engineering P.A., P.C.

**Subsurface Utility Engineering
Test Hole Field Data**

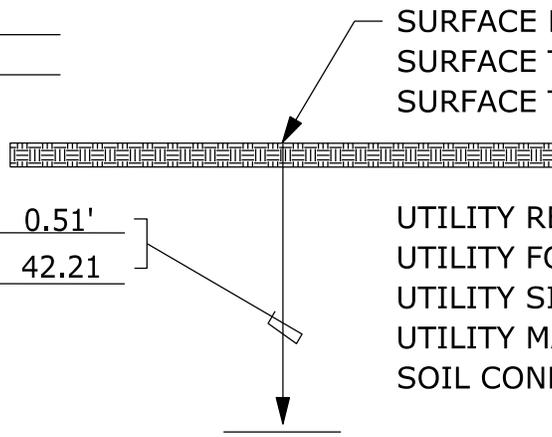
Office: Syracuse, NY
 Crew Leader: J. Williams
 SUE Crew: MY, TD
 Truck No: 550565
 Units: English Metric

TEST HOLE: 14
 IDENTIFIED BY: "X" Cut

SURFACE ELEVATION: 42.72
 SURFACE TYPE: Concrete
 SURFACE THICKNESS: 6.00"

MANUAL DEPTH (TOP): 0.51'
 TOP OF UTILITY ELEVATION: 42.21

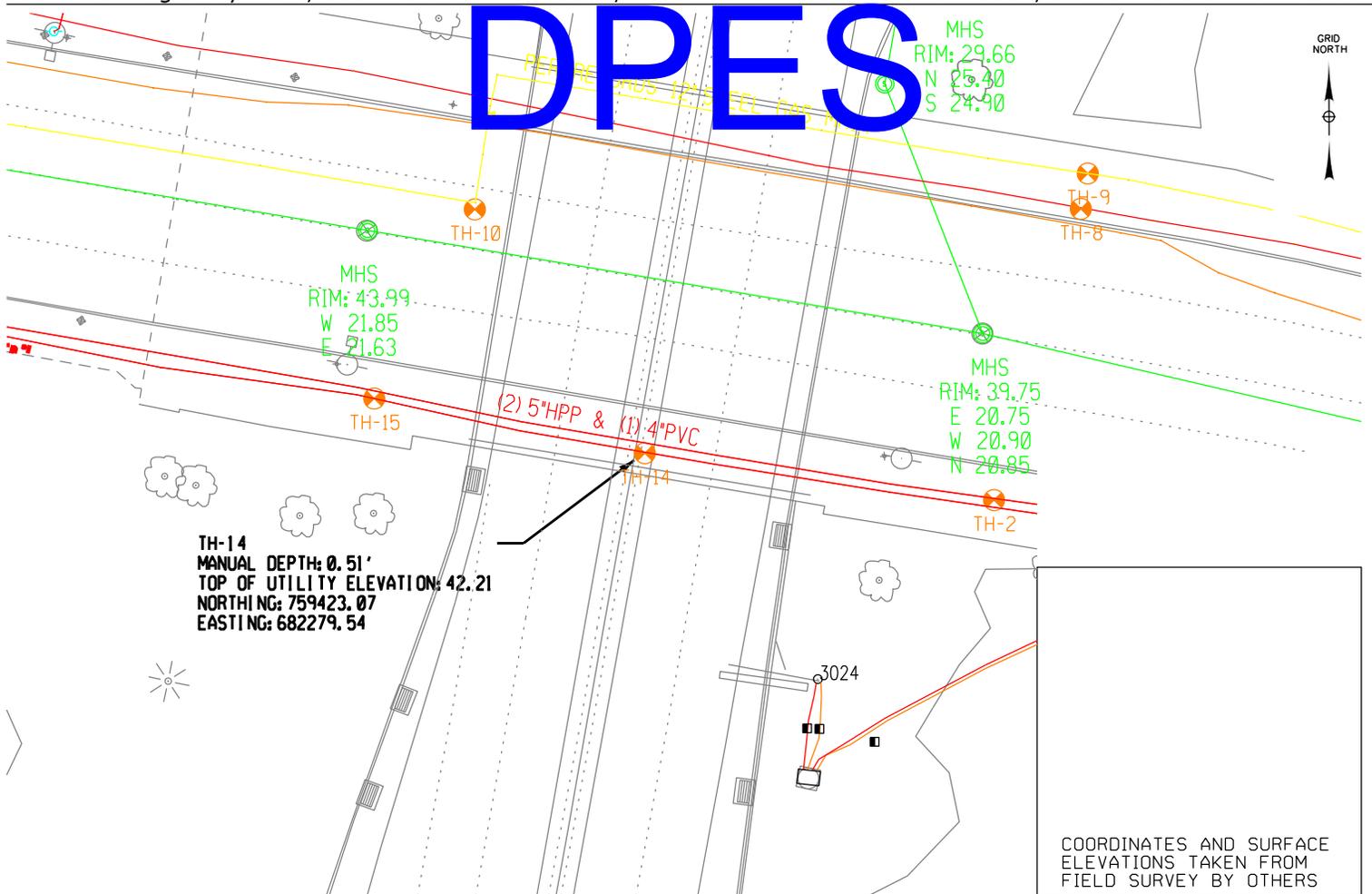
UTILITY REQUESTED: Con Edison oil Static
 UTILITY FOUND: See Note
 UTILITY SIZE: See Note
 UTILITY MATERIAL: See Note
 SOIL CONDITIONS: Gravel



PROFILE VIEW - NOT TO SCALE

Note: Test hole revealed a steel plate directly beneath concrete sidewalk. Reference pin set over the test hole location.

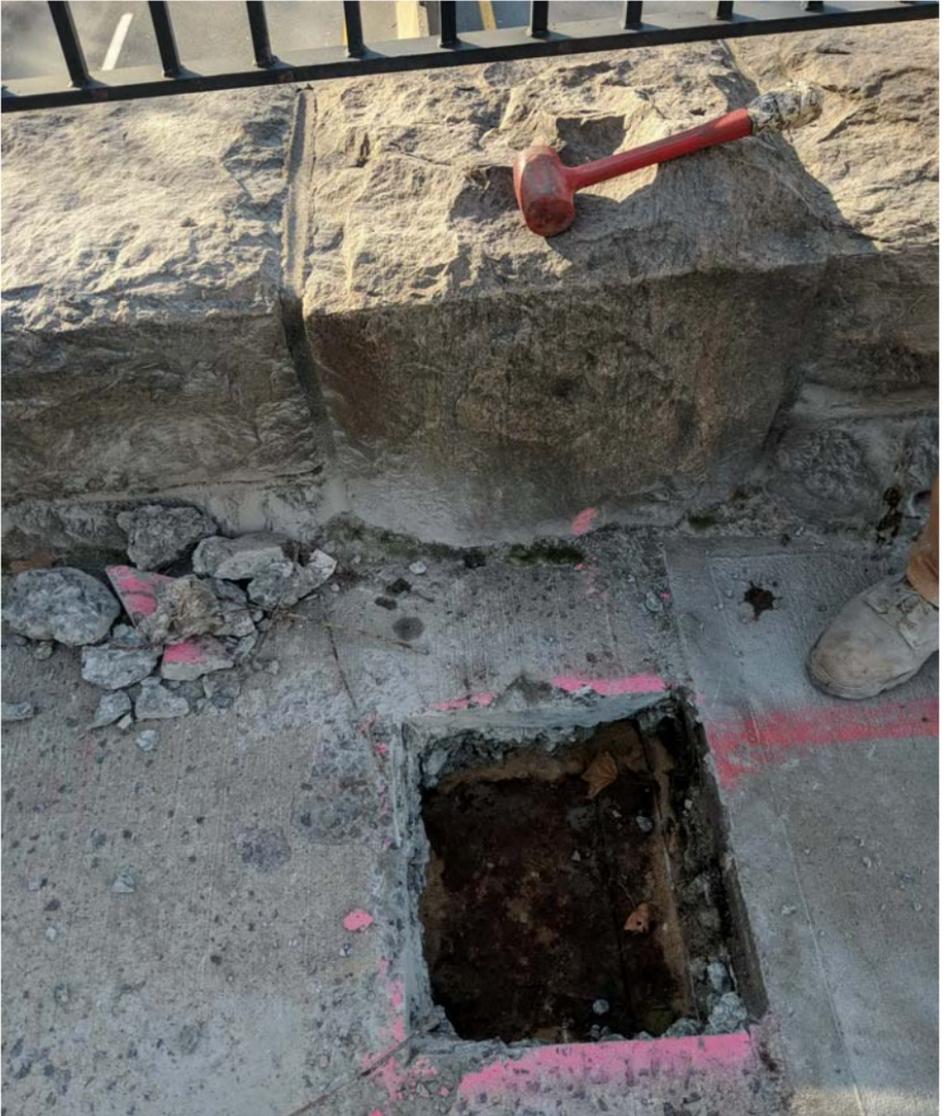
BEP = Building Entry Point; EOI = End of Information; EORI = End of Records Information; EOWL = End of Work Limit



PLAN VIEW - NOT TO SCALE



Test Hole 14-1



Test Hole 14-2



Test Hole 14-3



Test Hole 14-4

NYSDOT PIN: 8101.46.121
 Project Number: NY09500502
 Test Hole Date: 12-12-19
 City - State: Mount Vernon, NY
 Location: Lincoln Avenue

ES NY Engineering P.A., P.C.

Office: Syracuse, NY
 Crew Leader: J. Williams
 SUE Crew: MY, TD
 Truck No: 550565
 Units: English Metric

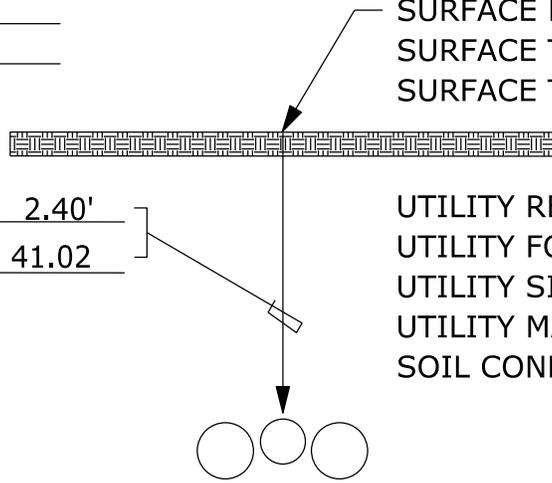
**Subsurface Utility Engineering
Test Hole Field Data**

TEST HOLE: 15
 IDENTIFIED BY: "X" Cut

SURFACE ELEVATION: 43.42
 SURFACE TYPE: Concrete
 SURFACE THICKNESS: 6.00"

MANUAL DEPTH (TOP): 2.40'
 TOP OF UTILITY ELEVATION: 41.02

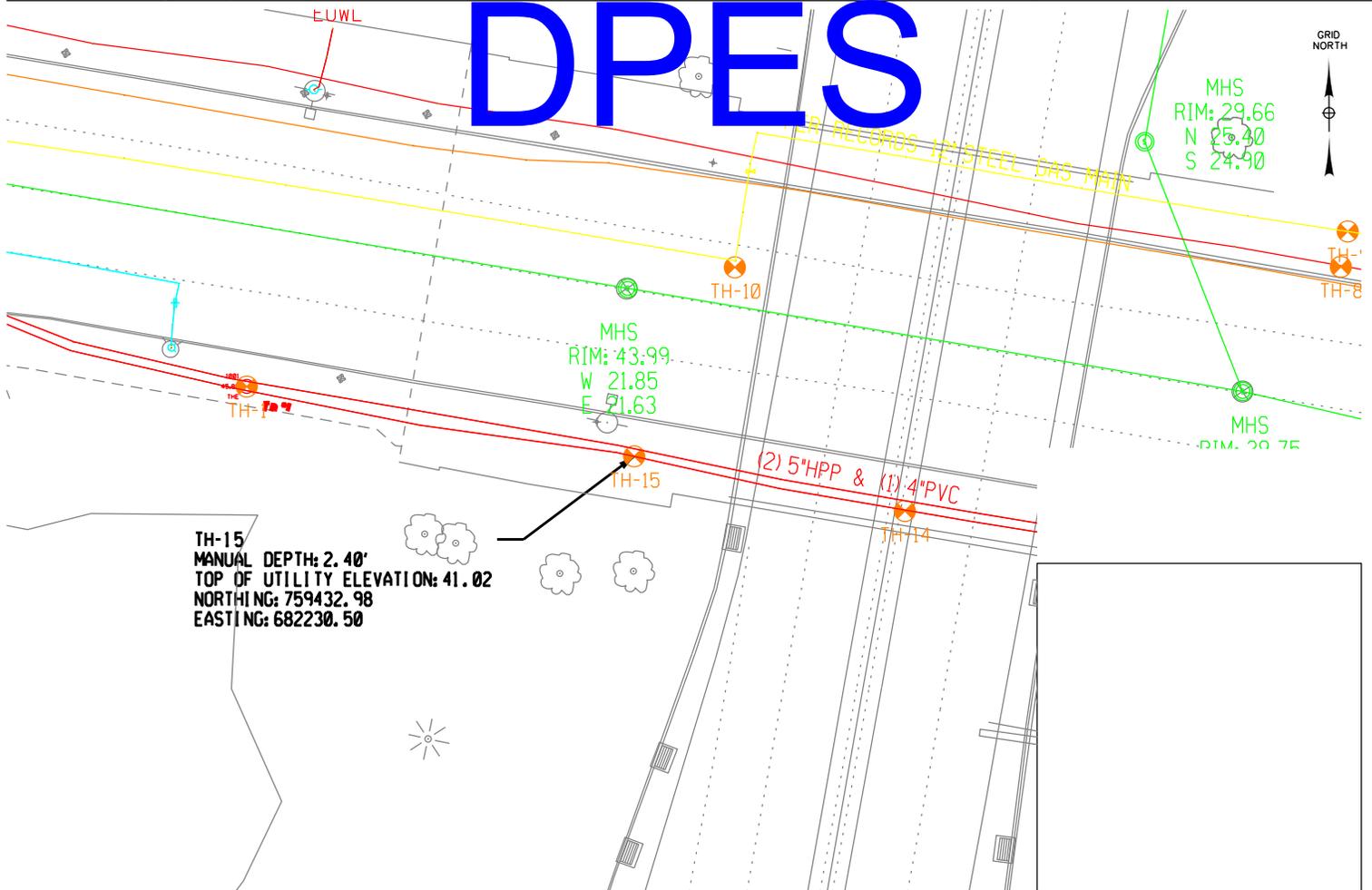
UTILITY REQUESTED: Con Edison Oil Static
 UTILITY FOUND: Con Edison Oil Static
 UTILITY SIZE: See Note
 UTILITY MATERIAL: See Note
 SOIL CONDITIONS: Gravel



PROFILE VIEW - NOT TO SCALE

Note: Test hole revealed (2) 5.00" HPP pipes and (1) 4.00' PVC pipe. Reference pin set over the center of 4.00" plastic pipe.

BEP = Building Entry Point; EOI = End of Information; EORI = End of Records Information; EOWL = End of Work Limit



PLAN VIEW - NOT TO SCALE



Test Hole 15-3



Test Hole 15-4