LOWER WESTCHESTER BRIDGE BUNDLE

PIN 8101.46, Contract D90049

DB CONTRACT DOCUMENTS

REQUEST FOR PROPOSAL – PART 4

UTILITY REQUIREMENTS

Final October 8, 2019

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PART 4 - UTILITY REQUIREMENTS

4-1 SCOPE

This Part 4 - Utility Requirements provides information on the Design-Builder's overall responsibilities as they relate to existing and/or new utilities, the manner in which utilities are to be protected, relocated, upgraded, constructed or incorporated into the construction, and who will be responsible for the Work.

The Design-Builder's attention is directed to the fact that during the life of this Contract the owners and operators of utilities may make changes to their facilities. These changes may be made by the utility employees or by contract within the Project limits of, or adjacent to, this Contract and may involve temporary and/or permanent Work(s).

Potential utility conflicts shall be identified by the Design-Builder and brought to the attention of the Department and utility owners. Reference is made to the New York State Department of Transportation Highway Design Manual, and NYSDOT Standard Specifications and Construction Materials and all applicable NYSDOT Standards.

The Design-Builder shall abide by this Part 4. The Design-Builder shall also abide by and fulfill the requirements related to utility facilities or systems included in other Contract Documents.

This Part 4 applies to existing and proposed underground and overhead utilities.

The Design-Builder shall be responsible to verify all utility information provided and to coordinate with the utilities regarding any necessary modification to the Preliminary DB Utility Work Agreements (if provided) based on any new information and any further utility work required beyond that indicated in the Preliminary DB Utility Work Agreements (if provided).

If the Design-Builder’s design requires additional utility relocations beyond those identified in the Preliminary DB Utility Work Agreements presented in Appendix C, it is the responsibility of the Design-Builder to suggest revised Preliminary DB Utility Work Agreements in coordination with the utility owners and submit the revised Preliminary DB Utility Work Agreements to the Department for approval.

At points where the Design-Builder’s operations are adjacent to utilities, damage to which might result in considerable expense, loss, or inconvenience, Work shall not begin until all arrangements necessary for the protection thereof have been made by the Design-Builder and the utility owner. The Design-Builder shall cooperate with all utility owners (including owners of underground or overhead utility lines and owners of utilities attached to existing Department structures) in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement Work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted. See also DB §107-07 addressing Work near underground facilities.

4-2 GENERAL

The Department's interaction with Utilities located within the Highway Right Of Way (ROW) is governed by 17 NYCRR (Official Compilation of Codes, Rules and Regulations of the State of New York) Part 131.

The Department has notified all Utilities, pipeline owners, or other parties who seemingly are affected by the proposed construction based on the preliminary design plans and endeavor to have Preliminary DB Utility Work Agreements executed with potentially affected Utilities prior to the Award of the Contract.

The Design-Builder, in coordination with the Department's Project Manager (or his designee), 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.

Reference is made to General Obligations Law §11-102 which concerns the liability of a Utility for compensation for damages caused by interference with and/or delay of progress of work under a State public construction contract.

4-2.1 Utility Coordination

The Design-Builder shall coordinate its design and construction efforts with utility owners as set forth in Part 2 - General Provisions of the Contract. All design and construction work performed by the Design-Builder shall be coordinated with the utility owners, and shall be subject to the Preliminary DB Utility Work Agreements, utility standards and applicable provisions of the Contract Documents.

The Design-Builder shall notify the Department at least five working days in advance of each meeting with a utility owner's representative scheduled by the Design-Builder and shall allow the Department the opportunity to participate in each meeting. The Design-Builder shall also provide the Department with copies of all correspondence between the Design-Builder and any utility owner, within seven days after receipt or sending, as applicable.

4-2.2 Utility Coordination Manager

The Design-Builder shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be referred to as the Utility Coordination Manager. The Design-Builder's Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

A) Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents;

B) Identifying all existing utilities and coordinating any new utility installations;

C) Reviewing Department prepared proposed utility permit application packages and commenting on each permit application as related to the Design-Builder's utility relocation drawings;

D) Attending utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues;

E) Distributing all plans, conflict matrixes and changes that affect utility owners and making sure this information is properly coordinated;

F) Coordinating the execution and performance of Work required for any utility Work needed within the Project;

G) Preparing and coordinating the execution of Final DB Utility Work Agreements between the Design-Builder, Department, and utility owners;

H) Assisting with the resolution of utility conflicts;

I) Providing periodic Project updates to the Department's Project Manager as requested; and

J) Coordination with the Department on any issues that arise concerning reimbursement of utility work costs.

4-2.3 Utility Relocation Design

The Responsibility for design of relocations covered by a DB Utility Work Agreement (DB-HC140) shall be as set forth in each such DB Utility Work Agreement. The DB Utility Work Agreements shall allocate responsibility for the design of utility relocations that are subject to such DB Utility Work Agreements. The Design-Builder shall clearly indicate the allocation of responsibility for the design of utility relocations on the Utility Relocation Plans.

4-2.4 Scheduling Utility Relocation Work

The Design-Builder shall allow in its Baseline Progress Schedule and monthly updates, the time required for utility owners to accomplish the tasks and activities for which they are responsible, as specified in the Preliminary DB Utility Work Agreements (if applicable), Relocation Plans, and in this Part 4.

4-2.5 Utility Design and Construction Constraints

All utilities (whether designed and/or constructed by the Design-Builder or the utility owner) within the Project Limits that are to be newly installed temporarily or permanently, relocated or upgraded shall be placed in accordance with the NYSDOT's utility regulations and policies, unless otherwise approved by the Department.

For each relocation, or installation, the Design-Builder, in coordination with the utility owner, shall be responsible for verifying that the relocated utility, as designed and constructed, is compatible with and interfaces properly with the Project. The Design-Builder shall be responsible for protecting any and all utilities that must be protected in order to permit construction of the Project.

4-2.6 Standard of Care Applicable to Utility Work

The Design-Builder shall be responsible for complying with 16 NYCRR Part 753 ("Part 753"), and requesting mark outs for utilities that are not members of the One Call System as defined in Part 753. A list of known utility operators that are not members of the One Call System with facilities within the Project area is included in Appendix B. The Design-Builder shall carry out its work carefully, and skillfully, and shall support and secure utilities so as to avoid damage and keep them satisfactorily maintained and functional. The Design-Builder shall not move or remove any utility without the utility owner's written consent unless otherwise directed by the Department.

The Design-Builder shall be responsible for the cost of repair of any utilities damaged by the Design-Builder. In the event of any such damage, the Design-Builder shall notify the affected utility owners and the Department, and shall enter into an agreement with such utility owner allocating responsibility for design and construction of any such repairs, and the schedule for completing the repairs. All such repairs made by the Design-Builder shall be performed in a good and workmanlike manner. If the utility owner undertakes the repairs and the Design-Builder fails to make any required payment within 30 days after the repairs have been completed and the Design-Builder's receipt of the utility owner's invoice therefore, the Department will have the right to pay the utility owner from the Department's funds and/or deduct an amount sufficient to cover the cost from any moneys due or that may become due the Design-Builder under this Contract.

The Design-Builder shall include provisions for its obligations with respect to utilities in its Quality Control Plan.

4-2.7 Coordination with Utility Owners

The Design-Builder shall make diligent effort to obtain the cooperation of each utility owner as necessary for the project. If the Design-Builder becomes aware that a utility owner is not cooperating in providing needed work or approvals, the Design-Builder shall notify the Department immediately of such problem. After such notice, the Design-Builder shall continue to diligently seek to obtain the utility owner's cooperation, and the Department and Design-Builder each shall assist the other party as reasonably requested by such other party with regard to the problem.

4-3 AFFECTED UTILITIES

4-3.1 Design-Builder's Responsibilities

With respect to utilities for which the Department has identified a specific utility owner and conflict, the Design-Builder's responsibilities shall include:

A) Verifying utility locations;

B) Identifying potential conflicts not previously identified;

C) Coordinating and/or designing/constructing utility relocations and/or new utilities and the protection of existing utilities in accordance with this Part 4 and any additional requirements of the utility owner(s) as set forth in the relevant Preliminary DB Utility Work Agreement(s) included in Appendix C hereto; and

D) Preparing and coordinating the execution of Final DB Utility Work Agreements between the Design-Builder, Department, and utility owners.

With respect to any unknown utilities that are subsequently identified by the Design-Builder, the Design-Builder shall be responsible for identifying the ownership of each facility or line identified which requires either relocation or protection, and for all those responsibilities set forth in A through D, above; provided, however, that with respect to item C, the Design-Builder shall be responsible for negotiating and entering into a DB Utility Work Agreement with the Department and the Utility Owner for such previously unknown utilities and/or utilities for which no owner had been previously identified, and the Design-Builder's responsibilities in item C shall apply with respect to each such DB Utility Work Agreement.

4-4 COORDINATION REQUIREMENTS

The Design-Builder shall make diligent effort to obtain the cooperation of each utility owner as necessary for the Project. If the Design-Builder becomes aware that a utility owner is not cooperating in providing needed work or approvals, the Design-Builder shall notify the Department immediately of such situation. After such notice, the Design-Builder shall continue to diligently seek to obtain the utility owner's cooperation, and the Department and Design-Builder each shall assist the other party as reasonably requested by such other party with regard to the situation.

The Design-Builder shall provide information as required and maintain close coordination with the Department and utility owners to achieve timely relocations, new installations and new service connections necessary as part of the Design-Builder's design and construction.

4-4.1 Prior Department Actions

The Department has coordinated its efforts with all known utility owners and has:

A) Developed a contact list;

B) Identified potential utility conflicts; and

C) Developed Preliminary DB Utility Work Agreements as set forth in Appendix C hereto.

4-4.2 Design Builder's Coordination Requirements

The Design-Builder shall be responsible for coordination with utility owners. It is important that Utility Owners be kept informed of the Design-Builder's activities and schedule. In addition to satisfying any requirements set forth in applicable Governmental Rules and Standards, including but not limited to Part 753, the One-Call notification requirements referenced in DB § 107-07, and in any DB Utility Work Agreements that may have been executed, the Design-Builder shall undertake the following activities, which have been identified by the Department as important to utility owners:

A) Keep utility owners well informed of construction schedules and notify the utility owners at least twenty-four hours in advance of any work in the vicinity of the utility owners' facilities, that will not impact service;

B) Keep utility owners well informed of changes that affect their facilities;

C) In addition to any required notice, give the utility owners a minimum of 48 hours notice of potential impacts to service, unless longer notification times are specified elsewhere in this Part 4 or any DB Utility Work Agreements that may have been executed;

D) Ensure utility owners are involved in making the decisions that affect their own facilities and services;

E) Cooperate with the utility owners to solve relocation/installation issues to the extent that such relocations/installations are consistent with the Design-Builder's Scope of Work as otherwise set forth in the Contract Documents and without causing the Department to incur any unnecessary expense to the Project, or causing the utility owners to incur unnecessary expense;

F) Act diligently in continuing the positive relationship that the Department has developed with the utility owners; and

G) Coordinate with those utility owners who perform their own work by scheduling adequate time to accomplish their work.

In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Design-Builder shall promptly notify the proper authority regarding the restoration of service. If any essential service (including water, gas, electric fiber-optic, cable, telephone or other utility) is interrupted, the Design-Builder shall provide continuous

repair Work until the service is restored. No Work shall be undertaken around fire hydrants until provision for service has been approved by the local fire authority.

4-4.3 Design Reviews

The Design-Builder shall invite affected utility owners to participate in all pertinent Design-Builder's and Department's Design Reviews (see Part 3, Section 5).

Some utility owners may design and/or construct any required utility relocations and revisions for their utilities. The Design-Builder shall be required to incorporate these utility designs into its own design prior to the Design Review.

4-4.4 Meetings and Coordination

The Design-Builder shall schedule meetings with each utility owner, the Design-Builder and the Department. These meetings are for the purpose of reviewing all items related to the utility Work, including all items which affect the Baseline Progress Schedule, the time required to procure construction material and the period of time utility service may be curtailed. These meetings will also be used to reach concurrence on the number and extent of known affected utility lines or issues, to discuss the possible elimination of conflicts, to establish the methods to be used at each specific location and procedures for addressing conflicts discovered during design and/or construction.

The Design-Builder shall jointly schedule at least monthly utility meetings with the Department or their duly authorized representative to discuss project progress, issues, and planned work for all phases of utility work including design and construction. These meetings shall include the Design-Builder's and the Department's personnel with responsibilities for utilities. The Design-Builder and the Department will jointly develop the agenda for these meetings. The Design-Builder shall be responsible for providing meeting facilities unless otherwise agreed. The Design-Builder shall keep minutes of the coordination meetings and distribute copies of the minutes to participants, including representatives of utility owners (even if not present) who have facilities in the areas reviewed, within five working days after the meeting date.

4-5 STANDARDS AND REFERENCES

The Design-Builder shall perform the utility work in accordance with the Contract Requirements, including this Part 4, the applicable Standards, Codes and Manuals listed in Part 3 – Project Requirements and the standards required by the various utility companies affected by the work.

The Design-Builder shall obtain clarification of any unresolved ambiguity prior to proceeding with design or construction.

The Department will make available to the Design-Builder upon request all information obtained from utilities, pipeline owners, and other parties that the Department has notified concerning the proposed construction. Such information will be considered Reference Documents.

4-6 DESIGN BUILDER RESPONSIBILITIES

The Design-Builder shall be responsible for coordinating its design and construction work with utility work as indicated herein, consistent with and subject to the terms and conditions set forth in DB §104.

The Design-Builder shall identify and resolve all utility conflicts, and shall coordinate the construction, relocation, removal and/or protection of each affected utility with the applicable utility owner. If the Design-Builder discovers utilities not identified in Appendix A of this Part 4 that are affected by the construction, the Design-Builder shall immediately suspend construction operations at the site affected by such utility and shall notify the Department within 24 hours of discovery of such previously unknown utilities. The Design-Builder and the Department shall cooperate in identifying and notifying the utility owner.

4-6.1 Cost of Temporary Relocations

The Design-Builder shall be responsible for the cost of temporary utility relocations, including the cost of obtaining temporary easements, necessary to accommodate its own construction operations and/or methods, other than temporary relocations that are necessary for the construction of the Project permanent works.

4-6.2 Relocation Permits

Where the Design-Builder is performing utility relocation construction Work, the Design-Builder shall obtain utility permits, roadway permits and work permits and comply with all applicable utility regulations. If the Design-Builder has reasonable cause to believe that a utility owner does not have necessary approvals, or is in violation of the approvals, the Design-Builder shall notify the Department immediately after discovery.

4-6.3 Point of Contact

The Design-Builder shall coordinate, cooperate and work with the contact person designated by the utility owner. Table A-1 in Appendix A of this Part 4 presents contact details by utility owner.

4-6.4 Instructions and Authorizations

The Design-Builder shall be responsible for obtaining specific written instructions and authorization from the utility owner, for any design or construction the Design-Builder performs on behalf of the utility owner, and for verifying that they are consistent and compatible with the Design-Builder's design.

4-6.5 Verification of Utility Locations and Marking of Locations in the Field

The Design-Builder shall be responsible for verifying the exact location of each affected utility on the Project regardless of the information that has been provided by the Department or the utility owner.

The Design-Builder shall comply with NYCRR 16 Part 753 to mark utility locations.

4-6.6 Components of Utilities

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

4-6.7 Utility Owner's Right to Inspect

The utility owner has the right to inspect the work on its facilities that is to be performed by the Design-Builder.

4-6.8 Design-Builder-Caused Changes to Utility Owner Work

If the utility owner maintains responsibility for the design and/or construction and the Design-Builder revises the conditions, the Design-Builder shall be responsible for the costs and schedule delays related to the change.

4-6.9 Abandoned Utilities

Unless otherwise directed by the Department, and the utility owners, the Design-Builder shall remove abandoned utilities and utilities proposed for abandonment within the New York State Department of Transportation's Right Of Way. Any work to remove or abandon in place any utilities shall be considered “Incidental Utility Work” and subject to the provisions of DB §104-04.B.7(e).

4-6.10 Quality Control

The Design-Builder shall provide Quality Control for all the utility relocation work, performed by the Design-Builder, in accordance with Part 3, Sections 5 and 6.

4-6.11 Changes to Design

All changes to designs that have received the Department's or utility owner's consultation and written comment and/or utility owner’s approval shall be dealt with in accordance with Part 3, Section 5, including obtaining the Department's and utility owner's consultation and written comment and/or approval for the change.

4-6.12 Design-Builder Design and/or Construction

The Design-Builder shall be responsible for the utility relocation design and/or construction as provided in Part 2 - General Provisions. The Utility Work set forth in Appendix A and the Preliminary DB Utility Work Agreements set forth in Appendix C (if any) indicate the allocation of responsibility between the Design-Builder and the identified utility owners for relocation design and/or construction of the utility facilities. Subject to Part 2 - General Provisions, Design-Builder is responsible for all relocation costs and the Contract Price includes the price for such Work.

4-6.13 Design Review

The Design-Builder shall submit its utility relocation plans to the Department's Design Quality Assurance Engineer and to the utility owner for work performed by the Design-Builder, for consultation and written comment. See also Part 3, Section 5.

4-6.14 Construction Record

The Design-Builder shall maintain a record of the design and construction activities of all utility facilities that have been performed by the Design-Builder, and have been designed and released for construction after Notice to Proceed. Individual files shall include a record of the following information:

A) Design Plans that have been reviewed by the utility owner and received consultation and written comment by the Department;

B) Notification of construction dates;

C) Record of meetings with utility owner;

D) Signature of utility owner inspector on Design Plans (optional);

E) Record of utility owner inspector present at any time;

F) Any revisions to the Design Plans;

G) Dates of construction completion;

H) All other as-built requirements stipulated in this Part 4;

I) Any executed Final DB Utility Work Agreements (three-party agreements).

4-6.15 Utility Damage Reports

In the event that the Design-Builder damages an existing utility, the Design-Builder shall complete a utility damage report within 24 hours of damage and submit it to the Department. The Design-Builder shall report any utility facilities damaged immediately to the utility owner and the Department. The Design-Builder is responsible for developing a utility damage report form to use in the event a utility is damaged. The report shall be submitted to the Department's Project Manager. The following information shall be included:

A) Utility Damage Information

1. Exact location;
2. Date and time of incident;
3. Date and time reported;
4. The weather the day of incident;

5. Description of the incident;
6. Who the damage was reported to;
7. Who the damage was repaired by;
8. Representative digital color photographs.

B) Utility Owner Information

1. Utility owner;
2. Utility owner contact;
3. Time utility owner was contacted.

C) Locator Information

1. Locator service;
2. Date of locate request;
3. Locate expiration date;
4. Locate log number;
5. If damaged utility line was marked;
6. Distance from damage to mark.

D) Design-Builder Information

1. Name of supervisor;
2. Name of foreman;
3. Name of witness.

E) Signatures

1. Design-Builder's supervisor;
2. Utility owner;
3. Locator service.

4-6.16 Protection of Utility Facilities

The Design-Builder shall prepare a protection plan for all utility facilities to be left in place and protected. The Design-Builder shall also obtain written approval of the plan from each utility owner of the specific facility to be protected.

4-6.17 Utility Relocation Master Plan

The Design-Builder shall coordinate with the utilities to prepare a utility relocation master plan after the Design Builder has advanced the Project design sufficiently to clearly define utility impacts. The Design Builder shall update the plan at least quarterly throughout the duration of the Contract. Updates shall be submitted to the Department for consultation and written comment.

4-6.18 Betterments

The Preliminary DB Utility Work Agreements set forth in Appendix C, if any, address any Betterments that have been agreed to by the Department and utility owners whose facilities are subject to a DB Utility Work Agreement.

If the Department agrees to the addition of any Betterments to the Work with respect to facilities covered by the DB Utility Work Agreements, the Department will issue a Change Order pursuant to DB §104-02 with respect thereto. The Design-Builder shall not be entitled to an increase in the Contract Price with respect to any Betterments except as allowed under DB §104-04.B.3 and this DB §104-04.B.4.

If any utility owners whose facilities are subject to a Preliminary DB Utility Work Agreement request that the Design-Builder design or construct Betterments that are not addressed in the relevant Preliminary DB Utility Work Agreement, the Design-Builder shall be solely responsible for any Betterments that the Design-Builder agrees to provide that are not addressed in the relevant Preliminary DB Utility Work Agreement. Some utility owners with whom the Design-Builder and the Department will be entering into a DB Utility Work Agreement may request Betterments to their facilities as a result of required relocations of their lines. The costs of any such Betterments shall be resolved between the Department, the Design-Builder and the utility owners in their respective DB Utility Work Agreements. The forms of DB Utility Work Agreements attached hereto as Appendix C, if any, provide a template provision addressing agreed upon Betterments. The Department shall have no responsibility, actual or implied, with respect to any Betterments, and all Betterments shall be subject to the Department's permitting process.

4-7 DESIGN AND APPROVAL OF THE UTILITY RELOCATION PLANS

After the Design-Builder has advanced the Project design sufficiently to clearly define utility impacts, the Utility Relocation Plans shall be prepared by the Design-Builder. If the utility owner is preparing the design, the Design-Builder and the Department shall review the Utility Relocation Plans to be sure that they are consistent with the Design-Builder's design. Upon review by the utility owner and the Design-Builder, and consultation and written comment by the Department, the utility relocations may be constructed. Any subsequent revisions to the Utility Relocation Plans will require the review of the affected utility owner and the Department's consultation and written comment.

4-8 SUBMITTALS

4-8.1 Design

All design Work shall be coordinated between the utility owners and the Design Builder. If the relocation plans are to be developed by the Design-Builder, the Design-Builder shall furnish to the Department prior to the start of construction of each utility relocation, Utility Relocation Plans

and Project Specifications completed to the levels of design and stages of design development and reviewed and certified per Part 3, Section 5.

Designs prepared by the utility owner shall be reviewed and approved by the Design-Builder and receive the Department's consultation and written comment, for consistency and compatibility with the Design-Builder's design. Prior to construction, the Department will review all designs, whether by the Design-Builder or the utility owner.

4-8.2 Construction

The Design-Builder shall provide two sets of As-Built Utility Relocation Plans to the Department and each utility owner for utility relocation work constructed by the Design-Builder. The Design-Builder should also reflect in the As-Built plans any work that is performed by the utility companies within the project limits. The As-Built Utility Relocation Plans shall comply with As-Built requirements stipulated in the Department's Utility Standards and shall include any utilities abandoned and not removed. The As-Built Utility Relocation Plans shall be part of the Project As-Built Plans.

4-9 DB UTILITY WORK AGREEMENTS

4-9.1 General

If Preliminary DB Utility Work Agreements have been executed, they will be identified in *Part 4 – Utility Requirements*.

Utilities which may be impacted by the Project have been identified in *Part 4 – Utility Requirements*.

If Preliminary DB Utility Work Agreements have not been executed and included in the Contract Documents, the Department, in conjunction with the Design-Builder, shall negotiate with each affected utility for Relocation of the utility’s facilities after Award and enter into a DB Utility Work Agreement. The Design-Builder agrees to cooperate as reasonably requested by the Department in pursuing and executing DB Utility Work Agreements after Award, including attendance at negotiation sessions and review of DB Utility Work Agreements. The Department and the Design-Builder shall exercise due diligence and good faith efforts in coming to an agreement with each affected utility. Each DB Utility Work Agreement shall be executed by the Department, the Design-Builder and the Utility Owner. The Design-Builder shall remain responsible for the coordination between itself and the utility owner after DB Utility Work Agreements have been executed in order to maintain the Project schedule.

Issues to be addressed in the DB Utility Work Agreements may include the following:

A) Responsibility for design and/or construction of the relocations;

B) Design requirements and construction specifications;

C) Betterments, including the approach to determining whether an item is a betterment;

D) Notifications to the involved parties;

E) Review of designs and/or cost estimates by the Utility or the Design-Builder, including timeliness;

F) Emergency response actions and timing;

G) Limitations on timing of construction or interruption of service;

H) Damage repair;

I) Inspections and testing by the Utility and/or Design-Builder;

J) Approvals (including provisions for early start of construction); and

K) Payment for relocation.

If a utility owner requests the Design-Builder to design and/or construct a Betterment, or advises the Design-Builder that the utility owner intends to design and construct a Betterment, the Design-Builder shall promptly analyze the impact of such Betterment on the Baseline Progress Schedule and notify the Department if it appears the Betterment may affect the Critical Path. The Design-Builder shall use its best efforts to negotiate arrangements with the utility owner that avoid potential Critical Path impacts.

4-9.2 Utilities Not Covered by DB Utility Work Agreements

If public or private utility lines or pipelines or other appurtenances are encountered during the course of the Work, which may be impacted by the Work, and which are not covered by an existing DB Utility Work Agreement, the Design-Builder shall immediately suspend construction operations at the site of the utility in question. The Design-Builder shall then provide the Department with a written assessment of the potential impacts to the Utilities and Contract Work, including options, time impacts, schedule impacts, and a proposed action plan. Construction Operations at the site of the utility in question shall remain suspended until such time that the Department and utility owner negotiate an agreement for the required action, or the Department provides written authorization allowing Work to proceed without such an agreement. Subject to DB §104-04.B.1, the Design-Builder will not be allowed adjustments for delays or extra expense with respect to any such suspension.

4-10 DELIVERABLES

Unless otherwise indicated, all deliverables shall be submitted in both electronic format and hardcopy format. Acceptable electronic formats include Microsoft Word®, Microsoft Excel®, Bentley MicroStation version V8, or searchable portable document format (PDF) files, unless otherwise indicated.

At a minimum, the Design-Builder shall submit the items listed in Table 4.9-1 to the Department.

Table 4.9-1 – Deliverables

Deliverable	Number of Copies		Submittal Schedule
	Hardcopy	Electronic	
Utility Tracking Report	3	1 (PDF)	Weekly until Physical Completion.
Utility Design Sheet	3	1 (PDF)	Two days prior to initial meeting with utility owner
DB Utility Work Agreements	2	1 (PDF)	Seven days after construction of the utility identified

APPENDIX A UTILITY REQUIREMENTS

The Department has reviewed the Project limits and has made a preliminary assessment of which utility facilities located within the Project limits may be impacted by the Project

The Department has conducted advanced utility coordination with the utility companies listed below.

A-1 UTILITY COMPANIES

Table A-1 lists the utility companies with facilities located on, under or above the Project roadways and/or structures:

Table A-11 Utility Contacts - Hutchinson River Parkway Flood Mitigation in the Vicinity of the East Lincoln Avenue (BINs 5500100 and 3348300)

Utility Owner	Owner	Contact	Contact #	E Mail
TELECOM	Verizon	Steven Marcotrigiano	(914) 821-9783	steven.marcotrigiano@verizon.com
		Robert Shaub	(914) 821-9700	robert.m.schaub@verizon.com
ELECTRIC	Consolidated Edison Co. of N.Y.	Rilwan Durosinmi	(917) 418-6517	DurosinmiR@coned.com
		Fadi Hashim	(914) 925-6263	HASHIMF@coned.com
NATURAL GAS	Consolidated Edison Co. of N.Y.	Rilwan Durosinmi	(917) 418-6517	DurosinmiR@coned.com
		Nathalie Ramos	(718) 839-1828	RAMOSN@coned.com
CABLE	Altice USA / Cablevision	Cheryl Goyette	(914) 326-1047	Cheryl.Goyette@AlticeUSA.com
Fiber Optic	Crown Castle Fiber	Dennis Haney	(845) 458-7233	Dennis.Haney@CrownCastle.com
Fiber Optic	ExteNet Systems Inc.	Mary Jo Madden	(973) 454-0675	mjomadden@extenetsystems.com
Telephone	AT&T (TC Systems)	Richard Solitro	(508) 216-0033	rs3757@att.com
Fiber Optic	FirstLight			
LOCAL WATER	Suez	Gerardo Moreno	(845)620-3343	Gerard.Moreno@suez-na.com

Sanitary Sewer	Westchester County Dept. Of Environmental Facilities	Marian Pompa	(914) 813 5419	mpp1@westchestergov.com
Sanitary Sewer	Mt Vernon Public Works Department	Curtis Woods	(914) 665-2343	cwoods@cmvny.com

Table A-2 Utility Contacts – Saw Mill River Parkway NY Route 987D Flood Mitigation (BINs 5500839 and 5500859)

Utility Owner	Owner	Contact	Contact #	E Mail
Sanitary Sewer	Westchester County	Marian Pompa	914-813-5419	Mpp1@westchestergov.com

Table A-3 Utility Contacts - Route 1 over the Mamaroneck River (BINs 1000040)

Utility Owner	Owner	Contact	Contact #	E Mail
TELECOM	Verizon	Steven Marcotrigiano	914-821-9783	Steven.marcotrigiano@verizon.com
ELECTRIC	Consolidated Edison Co. of N.Y.	Rilwan Durosinmi	(917) 418-6517	DurosinmiR@coned.com
		Fadi Hashim	(914) 925-6263	HASHIMF@coned.com
NATURAL GAS	Consolidated Edison Co. of N.Y.	Rilwan Durosinmi~~Patrick Maguire~~	(917) 418-651~~718-839-1765~~	DurosinmiR@coned.com~~Maguirepa@coned.com~~

		Nathalie Ramos	(718) 839-1828	RAMOSN@coned.com
~~CABLE~~	~~Altice USA~~	~~Cheryl Goyette~~		~~Cheryl.Goyette@AlticeUSA.com~~
Cable	Crown Castle	Dennis Haney	845-458-7233	Dennis.Haney@crowncastle.com
LOCAL WATER	Westchester Joint Waterworks	Zach Wasp	914-698-3500 x641	zwasp@WJWW.com
Sanitary Sewer	Westchester County	Marian Pompa	914-813-5419	Mpp1@westchestergov.com
Sanitary Sewer	Village of Mamaroneck	Hernane DeAlmeida	914-777-7745	HDeAlmeida@vomny.org

A-2 UTILITY INVENTORY

The types, sizes and approximate locations of utilities present in the immediate Project area are described below.

A-2.1 HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST LINCOLN AVENUE (BINS 5500100 AND 3348300)

A-2.1.1 Telecommunications

A. Verizon Communications

There are (4) abandoned 4X4 wood conduits located on the north side of the Lincoln Avenue. These conduits can be removed along with the bridge.

B. Crown Castle

There is one 96-F aerial line crossing the Lincoln Avenue bridge.

C. Altice USA / Cablevision

There are aerial lines located on the south side of Lincoln Avenue.

D. AT&T

There are aerial lines located on the south side of Lincoln Avenue.

E. ExteNet Systems, Inc.

There are aerial lines located on the south side of Lincoln Avenue.

F. FirstLight

There are aerial lines located on the south side of Lincoln Avenue.

A-2.1.2 Electric

A. Consolidated Edison Co. of N.Y.

There are overhead lines attached to poles at the south sidewalk of BINs 5500100 and 3348300. There are (2) 5" and (1) 4" diameter Oil-O-Static ~~-~~transmission conduits underneath the south sidewalk. On the north sidewalk, there are (4) 4" diameter conduits incased in concrete. One large concrete vault is located at the Wilson Wood Park Rd. and Lincoln Avenue intersection. Additionally, (2) 5" diameter Oil-O-Static lines crosses the HRP and Hutchinson River approximately 140.0ft south of the Lincoln bridge. See Part 7 for Subsurface Utility Exploration.

A-2.1.3 Natural Gas

A. Consolidated Edison Co. of N.Y. (Gas)

(1) 12" diameter steel gas line is under the westbound lane of East Lincoln Ave. The gas line turns 90 degrees north on BIN 5500100 and then turns 90 degrees east under the north sidewalk. Between BINs 5500100 and 3348300, the 12" line manifolds to (2) 8" lines~~a valve decreases the diameter of the gas main from 12" to 10"~~. The (~~1~~2) 8~~10~~" steel gas line continues through the East Lincoln Ave. and First Ave. intersection.

Along the west side of First Ave, (1) 12" diameter steel gas line and (1) 16" diameter steel gas line run in the north-south direction. The 12" diameter gas line continues through the East Lincoln Ave./First Ave intersection, goes underneath the sidewalk on the west side of First Ave, and ties into a gas gauge post approximately 35 LF from the curb of East Lincoln Ave. The 12" gas line continues north under First Ave. after the gas gauge. The 16" gas line runs under First Ave after the East Lincoln Ave./First Ave intersection.

Additionally, in the intersection of East Lincoln Ave. and First Ave, a valve is present commencing (1) 8" steel gas line that continues north along First Ave. The 8" line reduces to a 4" steel line approximately 20 LF from the curb of East Lincoln Ave. After about 5 LF, the 4" diameter pipe changes from steel to cast iron. See Part 7 for Subsurface Utility Exploration and Existing Utility Information.

A-2.1.4 Water

A. Suez

One (1) 16" diameter steel water line runs north-south under First Ave. (1) 8" diameter steel water line tees off the 16" line at the intersection of First Ave and East Lincoln Ave and runs east under East. Lincoln Ave. According to record plans, no water lines appear to be on BINs 5500100 and 3348300.

A-2.1.5 Sanitary Sewers

A. Westchester Department of Environmental Facilities

There is a 14" diameter sanitary sewer line that runs between the Hutchinson River Parkway and the Hutchinson River north of Lincoln Avenue. The sewer line changes to 20" diameter before crossing Lincoln Avenue at BIN 3348300 under the Hutchinson River and continues south following the river.

A-2.1.6 Other Utilities

A. Mt Vernon Department of Public Work

There is a 16" cast iron sewer line that runs south along the east side of the HRP. This 16" line connects to a 20" cast iron sewer pipe at a manhole located between the two bridges. The 20" sewer line runs from west to east along the Lincoln Avenue and crosses under the HRP and the Hutchinson River. Then it continues south following the west side of First Avenue.

A-2.2 SAW MILL RIVER PARKWAY NY ROUTE 987D FLOOD MITIGATION (BINS 5500839 AND 5500859)

A-2.2.1 Sanitary Sewers

A. Westchester Department of Environmental Facilities

There is a 39" diameter sanitary sewer line that runs parallel to the Saw Mill River Parkway north of Marble Avenue. The sewer line changes to 48" diameter south of Marble Avenue.

A-2.3 ROUTE 1 OVER THE MAMARONECK RIVER (BIN 1000040)

A-2.3.1 Telecommunications

A. Verizon

There are two duct banks in the Verizon system. One consists of 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 to a manhole on the east side of the bridge.

The other consists of 11 concrete encased -4" Tile Conduits and runs from a manhole in the NW quadrant of the intersection to a different manhole on the east side of the bridge.

~~**Altice USA**~~

B. Crown Castle

This system consists of 1-288 Fiber cable located in one conduit of the Verizon Conduit system.

A-2.3.2 Electric

A. Con Edison Electric

The Con Edison electric system consists of 3 concrete encased -4" Fiber Conduits on the east side of the bridge which connect to a manhole on the east side of the bridge and 6 concrete encased -4" Iron Conduits on the west side of the bridge which connect to a manhole west of the bridge. The exact location of this transition between these two conduit systems is not known.

A-2.3.3 Natural Gas

A. Con Edison Gas

The Con Edison Gas system consists of a high pressure transmission main and a low pressure distribution main. There is 1-12" Cast Iron and Steel Low Pressure Distribution Main that runs parallel to Route 1.

There is 1-20" Steel High Pressure Main that runs parallel to Route 1- it includes a manifold on each side of the bridge which -transitions to 3-12" steel pipes to cross over the bridge arch.

A-2.3.4 Other Utilities

A. Westchester County Sewer

The Westchester County sewer main consists of 1-66" Concrete Sewer Trunk Line which runs parallel to Route 1 under the existing sidewalk on the north side of Route 1. There are manholes on the east and west sides of the bridge. Between those manholes, the sewer main consists of

a reinforced concrete structure specially constructed to span over the river and integrate with the existing arch bridge.

B. Village of Mamaroneck Sewer

The Village sewer system consists of 1-8" Cast Iron Sewer Main which runs parallel to Route 1. It currently hangs down below the existing bridge arch. It connects to manholes on the east and west side of the bridge.

C. Westchester Joint Water Works

The WJWW system consists of 1-10" Cast Iron Water Main which runs parallel to Route 1. It transitions on either side of the bridge to 8" to cross over the arch.

A-3 UTILITY RELOCATIONS BY OTHERS

The Design-Builder shall be aware that all time frames for utility relocation work presented in this section are approximate and are predicated on the assumption of a single relocation to the new, permanent utility locations. Should the Design-Builder's design, means and methods require interim utility relocations, the Design-Builder shall be responsible for coordinating with the affected utilities to determine the time frames required for any and all interim relocations.

A-3.1 HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST LINCOLN AVENUE (BINS 5500100 AND 3348300)

A-3.1.1 Telecommunications

A. Verizon

There is no work by others. ~~Describe any telephone relocations to be performed by Verizon or other local phone company, including time frames and any other requirements~~

B. Crown Castle

Crown Castle shall be responsible for the relocation of their existing overhead optic line and installing new line(s) in the conduit relocated, by the Design-Builder, within the existing bridge or on a temporary bridge. Crown Castle forces shall also be responsible for installing new line(s) in the conduit installed by the Design-Builder in the replacement bridge for BIN 5500100. Crown Castle will also be responsible for removing existing cables and vacating the Consolidate Edison pole. The approximate time frame for construction for this work is (3~~2~~) weeks after Consolidated Edison completes their work and vacates the poles.

C. Altice USA / Cablevision

Altice USA / Cablevision shall be responsible for the relocation of their existing overhead optic line and installing new line(s) in the conduit relocated, by the Design-Builder, within the existing

bridge or on a temporary bridge. Altice USA / Cablevision forces shall also be responsible for installing new line(s) in the conduit installed by the Design-Builder in the replacement bridge for BIN 5500100. Altice USA / Cablevision will also be responsible for removing existing cables and vacating the Consolidate Edison pole. The approximate time frame for construction for this work is (32) weeks after Consolidated Edison completes their work and vacates the poles.

D. AT&T

AT&T shall be responsible for the relocation of their existing overhead optic line and installing new line(s) in the conduit relocated, by the Design-Builder, within the existing bridge or on a temporary bridge. AT&T forces shall also be responsible for installing new line(s) in the conduit installed by the Design-Builder in the replacement bridge for BIN 5500100. AT&T will also be responsible for removing existing cables and vacating the Consolidate Edison pole. The approximate time frame for construction for this work is (3) weeks after Consolidated Edison completes their work and vacates the poles.

E. ExteNet Systems, Inc.

ExteNet Systems shall be responsible for the relocation of their existing overhead optic line and installing new line(s) in the conduit relocated, by the Design-Builder, within the existing bridge or on a temporary bridge. ExteNet Systems forces shall also be responsible for installing new line(s) in the conduit installed by the Design-Builder in the replacement bridge for BIN 5500100. ExteNet Systems will also be responsible for removing existing cables and vacating the Consolidate Edison pole. The approximate time frame for construction for this work is (3) weeks after Consolidated Edison completes their work and vacates the poles.

F. FirstLight

FirstLight shall be responsible for the relocation of their existing overhead optic line and installing new line(s) in the conduit relocated, by the Design-Builder, within the existing bridge or on a temporary bridge. FirstLight forces shall also be responsible for installing new line(s) in the conduit installed by the Design-Builder in the replacement bridge for BIN 5500100. FirstLight will also be responsible for removing existing cables and vacating the Consolidate Edison pole. The approximate time frame for construction for this work is (3) weeks after Consolidated Edison completes their work and vacates the poles.

A-3.1.2 Electric

A. Consolidated Edison Co. of N.Y.

Consolidated Edison forces shall be responsible for abandoning 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 on a temporary bridge. Consolidated Edison forces shall also be responsible for installing new lines in the conduits installed by the Design-Builder in the replacement bridge for BIN 5500100. Con Edison will also be responsible for removing existing

cables, punching holes into manholes, extending conduits into manholes, and making all connections. The approximate start day for this work is ~~Month XX~~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 twenty~~ten~~ (20~~10~~) weeks for relocation within the exiting bridge or on a~~to~~ temporary bridge and twenty~~ten~~ (20~~10~~) weeks for relocation to the replacement bridge for 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.

Consolidated Edison forces shall be responsible for installing two utility poles along the east side of First Avenue, to span the pole to be removed at the southeast corner of the intersection of Lincoln Avenue and First Avenue (Mobil Station).

Consolidated 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.

Consolidated Edison forces shall be responsible for removing their five (5) utility poles at the south ~~and north~~ side of Lincoln Avenue between Wilson Woods Park Rd. and First Avenue after the last communication utility company has vacated the poles. This work is scheduled to be completed no later than June 2021~~Month 20XX~~.

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 ~~will be responsible for supplying the gas main and all associated fittings. They~~ shall also be responsible for removing the gas from the existing gas main and the temporary gas main.

Consolidated Edison shall be given 120~~XXX~~ 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.

Once the newly installed gas main in both the temporary and final relocation have satisfactorily passed all testing requirements, Consolidated Edison will require fourteen (14) working days for each live tie-in.

A-3.2 SAW MILL RIVER PARKWAY NY ROUTE 987D FLOOD MITIGATION (BINS 5500839 AND 55008590)

There is no utility work to be done by others.

A-3.2A-3.3 ROUTE 1 OVER THE MAMARONECK RIVER (BIN 1000040)

A-3.2.1A-3.3.1 Telecommunications

A. Verizon

Verizon shall be responsible for the relocation of their existing underground cables from theirir existing two11 conduit tile duct bank systems into the newexisting 16 conduit system to be installed by the Design-Builderiron duct bank and vacating the existing twotile conduit duct bank systems. This work will be completed prior to the start date for the closure of Route 1The approximate time frame for this work is (4) weeks after the Design-Builder completes the installation of the new underground conduit system.

B. Crown Castle

Crown Castle shall be responsible for the relocation of their existing underground fiber optic lines into one conduit of the newexisting underground Verizon conduit system which will remain and vacating the existing Verizon conduits which are to be removed. The approximate time frame for this work is (2) weeks after the Design-Builder completes the installation of the new underground conduit system and Verizon installsrelocates their cables into the 16 conduit duct bank.

c. Altice USA / Cablevision

Altice USA / Cablevision shall be responsible for the relocation of their existing underground fiber optic lines into one conduit of the new underground Verizon conduit system and vacating the existing Verizon conduits. The approximate time frame for construction for this work is (2) weeks after the Design-Builder completes the installation of the new underground conduit system and Verizon installs their cables.

A-3.2.2A-3.3.2 Electric

A. Consolidated Edison Co. of N.Y.

Consolidated Edison forces shall be responsible for abandoning their conduits crossing BIN 1000040, between the nearest manholes on the east and west sides of BIN 1000040, and temporarily relocating their service overhead during the demolition of the existing structure and construction of the new structure. The overhead relocation will be on the north side of Route 1 and will consist of routing cables from existing manholes onto temporary poles installed at the curb line of the existing sidewalkinstalling new cables in the conduits relocated by the Design-Builder, within the existing bridge or on a temporary bridge. Consolidated Edison forces shall

also be responsible for installing new cables in the conduits installed by the Design-Builder in the replacement bridge for BIN 1000040. Con Edison will also be responsible for removing existing cables, punching holes into manholes, extending conduits into manholes, and making all connections. The approximate start day for this work is March 1, 2021~~Month XX~~ (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 ten (10) weeks for installation of the temporary overhead relocation~~relocation within the exiting bridge or to temporary bridge~~ and ten (10) weeks for relocation to the replacement bridge for BIN 1000040 after the Design-Builder completes the installation of conduits.

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

~~A-3.2.3~~A-3.3.3 Natural Gas

A. Consolidated Edison Co. of N.Y.

Consolidated Edison forces shall be responsible for supplying the gas main and all associated fittings and valves, performing 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 mains located within Route 1, to be removed and/or installed as part of the temporary relocation on the north sidewalk and permanent installation within ~~the exiting bridge or on and off a temporary bridge, and to~~ the replacement bridge for BIN 1000040.

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

Consolidated Edison shall be given ~~XXX~~120 days after the Design Builder's design is completed to update their gas mains between the tie-in points on both sides of the bridge 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.

Once the newly installed gas main in both the temporary and final relocation have satisfactorily passed all testing requirements, Consolidated Edison will require fourteen (14) working days for each live tie-in.

A-4 UTILITY RELOCATIONS BY THE DESIGN-BUILDER

The Design-Builder shall be responsible for coordinating the relocation of all utility services which are impacted by the Project, including the maintenance and protection of those utilities not listed below, participation in all meetings, preparing minutes of meetings, performing plan reviews, ground preparation, performing survey and markout required for utility relocations as well as excavating test pits as necessary to facilitate resolution of design utility conflict tables to

final conflict resolution tables. The following sections describe the anticipated Work to be performed and coordination required with each utility owner.

A-4.1 HUTCHINSON RIVER PARKWAY FLOOD MITIGATION IN THE VICINITY OF THE EAST LINCOLN AVENUE (BINS 5500100 AND 3348300)

A-4.1.1 Telecommunications

A. Verizon

The Design-Builder shall be responsible to remove and dispose the four (4) 4X4 abandoned wood conduit located along the Lincoln Avenue. The Design-Builder shall be responsible for supplying and installing (4) 4" conduits on the replacement bridge for future Verizon use. The Design-Builder shall be responsible for furnishing and installing the hangers and other hardware necessary to accommodate the conduits on the replacement bridge. Installation shall be to the nearest riser poles on each side of the bridges.

B. Crown Castle

The Design-Builder shall be responsible for supplying and installing a new conduit to relocated the existing 96-Fiber optic cable within the existing bridge or on and off a temporary bridge and for the replacement bridge. Crown Castle will require~~This includes~~ one (1) 4-¼ " HDPE innerduct of the eight (8) innerducts available for the communication utilities distributed within two (2) 4" PCV conduits for the ~~4" conduit on the~~ temporary relocation ~~bridge~~ and one (1) 4" conduit on the replacement bridge. The Design-Builder shall be responsible for furnishing and installing the hangers and other hardware necessary to accommodate the conduit on the temporary bridge. Conduits shall rise on ~~Installation shall be to~~ the nearest ~~riser~~ available pole~~s~~ on each side of the bridges.

The Design-Builder shall be responsible for removing the conduits on the existing bridges, excavating all necessary trenches and backfilling for temporary and final installation of the conduits and for supporting hardware for attachment to any temporary or permanent bridge.

C. Altice USA / Cablevision

The Design-Builder shall be responsible for supplying and installing a new conduit to relocate the existing fiber optic cable within the existing bridge or on and off a temporary bridge and for the replacement bridge. Altice USA/Cablevision will require one (1) -1 ¼" HDPE innerduct of the eight (8) innerducts available for the communication utilities distributed within two (2) 4" PCV conduits for the temporary relocation and one (1) 4" conduit on the replacement bridge. The Design-Builder shall be responsible for furnishing and installing the hangers and other hardware necessary to accommodate the conduit on the temporary bridge. Conduits shall rise on the nearest available pole on each side of the bridges.

The Design-Builder shall be responsible for removing the conduits on the existing bridges, excavating all necessary trenches and backfilling for temporary and final installation of the conduits and for supporting hardware for attachment to any temporary or permanent bridge.

D. AT&T

The Design-Builder shall be responsible for supplying and installing a new conduit to relocate the existing cable within the existing bridge or on and off a temporary bridge and for the replacement bridge. AT&T will require one (1) 1 ¼" HDPE innerduct of the eight (8) innerducts available for the communication utilities distributed within two (2) 4" PCV conduits for the temporary relocation and (2) 1 ¼" HDPE innerduct within a 4" PVC conduit on the replacement bridge. The Design-Builder shall be responsible for furnishing and installing the hangers and other hardware necessary to accommodate the conduit on the temporary bridge. Conduits shall rise on the nearest available pole on each side of the bridges.

The Design-Builder shall be responsible for removing the conduits on the existing bridges, excavating all necessary trenches and backfilling for temporary and final installation of the conduits and for supporting hardware for attachment to any temporary or permanent bridge.

C. ExteNet Systems, Inc.

The Design-Builder shall be responsible for supplying and installing a new conduit to relocate the existing fiber optic cable within the existing bridge or on and off a temporary bridge and for the replacement bridge. Extenet Systems will require one (1) 1 ¼" HDPE innerduct of the eight (8) innerducts available for the communication utilities distributed within two (2) 4" PCV conduits for the temporary relocation and one (1) 4" conduit on the replacement bridge. The Design-Builder shall be responsible for furnishing and installing the hangers and other hardware necessary to accommodate the conduit on the temporary bridge. Conduits shall rise on the nearest available pole on each side of the bridges.

The Design-Builder shall be responsible for removing the conduits on the existing bridges, excavating all necessary trenches and backfilling for temporary and final installation of the conduits and for supporting hardware for attachment to any temporary or permanent bridge.

D. FirstLight

The Design-Builder shall be responsible for supplying and installing a new conduit to relocate the existing fiber optic cable within the existing bridge or on and off a temporary bridge and for the replacement bridge. FirstLight will require one (1) 1 ¼" HDPE innerduct of the eight (8) innerducts available for the communication utilities distributed within two (2) 4" PCV conduits for the temporary relocation and one (1) 4" conduit on the replacement bridge. The Design-Builder shall be responsible for furnishing and installing the hangers and other hardware necessary to accommodate the conduit on the temporary bridge. Conduits shall rise on the nearest available pole on each side of the bridges.

The Design-Builder shall be responsible for removing the conduits on the existing bridges, excavating all necessary trenches and backfilling for temporary and final installation of the conduits and for supporting hardware for attachment to any temporary or permanent bridge.

A-4.1.2 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 existing bridge or on and off a temporary bridge and for the replacement bridge. This includes six (6) 5" conduits on the temporary bridge and twelve (12) 5" on the replacement bridge. The Design-Builder shall be responsible for furnishing and installing the hangers and other hardware necessary to accommodate the conduits on the temporary bridge. Installation shall be to the nearest manholes or riser poles on each side of the bridges (BINs 5500100 and 3348300) according to the Consolidated Edison requirements found in Part 7 and the Reference Documents. 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 bridges, excavating all necessary trenches and backfilling for temporary and final installation of the conduits and for supporting hardware for attachment to any temporary or permanent bridge including hanger system according to the Consolidated Edison requirements found in Part 7 and the Reference Documents.

The Design-Builder shall be responsible for supporting, maintaining and protecting the existing (2) 5" and (1) 4" Oil-O-Static transmission lines, during the demolition and construction of the replacement bridge for BIN 5500100. 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 that it deems necessary 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 for their review and acceptance prior to beginning demolition of the bridge. At the completion of construction, the Design-Builder shall inspect and certify the condition of the transmission lines to demonstrate that it's in its original condition.

The Design-Builder shall be responsible for furnishing the fiberglass conduits and the wooden block supports necessary for the installation of the conduits. All other material will be supplied by Consolidated Edison.

The Design-Builder shall be responsible for all maintenance and protection of traffic.

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

- A thirty (30) day advance notice as to when conduits, 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.

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.

A-4.1.3 Natural Gas

A. Consolidated Edison Company of N.Y

The Design-Builder shall be responsible for installing the entire new twelve (12) inch gas main and appurtenances, including pressure testing and X-raying, to house the relocated gas system within the existing bridge or on and off a temporary bridge to the tie-in points. The Design-Builder shall also be responsible for furnishing the seat assemblies, hangers and other hardware necessary to accommodate the gas main on the temporary bridge as well as removal of the existing gas main after Consolidated Edison removes the gas from it. Once off of the temporary bridge, the gas installation will terminate (on Lincoln Avenue) on each side of the bridges at tie-in points as identified by Con Edison. Those points will be in the vicinity of the Wilson Woods Park Rd. intersection to the west and the First Avenue intersection to the east.

The Design-Builder shall be responsible for installing the entire new twelve~~sixteen~~ (12~~16~~) inch gas main and appurtenances, including pressure testing and X-raying, to house the new gas system on the replacement bridge to the tie-in points on each side of BIN 5500100 according to the Consolidated Edison requirements found in Part 7 and the Reference Documents. The Design-Builder shall also be responsible for furnishing the seat assemblies, hangers and other hardware necessary to accommodate the gas main on the replacement bridge, as well as removal of the temporary gas main after Consolidated Edison removes the gas from it. Once off of the replacement bridge, the gas installation will terminate (on Lincoln Avenue) on each side of the bridge at tie-in points as identified by Con Edison. Those points will be in the vicinity of the Wilson Woods Park Rd. intersection to the west and the First Avenue intersection to the east.

The Design-Builder shall be responsible for excavating access pits at both ends of Lincoln Avenue existing bridges (on the north side of Lincoln Avenue) so that Consolidated can test the abandoned twelve~~ten~~ (12~~10~~) inch gas main to ensure it is no longer active. Once confirmed inactive by Consolidated Edison, the Design-Builder will then be responsible for the removal and disposal of the abandoned gas main as necessary according to the Consolidated Edison requirements found in Part 7 and Reference Documents.

The Design-Builder shall be responsible for excavating all necessary trenches and backfilling for temporary and final relocation and furnishing hangers and supporting hardware for, attachment to a temporary bridge according to the Consolidated Edison requirements found in Part 7 and Reference Documents.

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

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

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.

A-4.1.4 Water Mains

A. Suez

The Design-Builder shall be responsible for any water main relocations. Relocations shall meet the requirements of the owner.

A-4.1.5 Sanitary Sewers

A. Westchester Department of Environmental Facilities

The Design-Builder shall be responsible for any sanitary sewer main relocations. Relocations shall meet the requirements of the owner.

A-4.1.6 Other Utilities

A. Mt Vernon Department of Public Works

The Design-Builder shall be responsible for any sanitary sewer main relocations. Relocations shall meet the requirements of the owner.

~~### A-4.1.7 Other Utility's Company Name~~

~~Describe any requirements related to other utility companies.~~

A-4.2 SAW MILL RIVER PARKWAY NY ROUTE 987D FLOOD MITIGATION (BINS 5500839 AND 5500859)

A-4.2.1 Sanitary Sewers

A. Westchester County

The Design-Builder shall be responsible to preserve, protect, and maintain the existing 39" to 48" county sewer line along the Saw Mill River Parkway. The Design-Builder shall provide any additional allowable support that it may deem necessary to keep this sewer line in service for the entirety of the contract.

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 maintaining in place the existing 16 conduit duct bank and supplying and installing an additional 4-4" conduits between manholes identified by Verizon on either side of the bridge~~supplying and installing a new conduit system consisting of 16-4" conduits between manholes and removing and disposing of the existing 16 duct conduit system and 11 duct conduit system~~. The Design-Builder shall also be responsible for excavating all necessary trenches and backfilling for the new conduit system and removal of the existing tile duct bank within the limits of excavation for the bridge replacement.

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 ~~existing bridge or on and off a temporary bridge and for the~~ replacement bridge. This includes six (6) 4" steel conduits on the replacement bridge. ~~The Design-Builder shall be responsible for furnishing and installing the hangers and other hardware necessary to accommodate the conduits on the temporary 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 ~~temporary and~~ final installation of the conduits and for supporting hardware for attachment to ~~any temporary or~~the permanent bridge including hanger system according to the Consolidated Edison requirements found in Part 7.

The Design-Builder shall be responsible for furnishing the steel conduits. All other material 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.

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.

A-4.3.3 Natural Gas

A. Consolidated Edison Company of N.Y

The Design-Builder shall be responsible for installing the entire new distribution twelve (12) inch gas main and appurtenances, including pressure testing and X-raying, to house the relocated gas ~~system~~main within the ~~existing~~replacement bridge and the temporary gas main~~or on and off a temporary bridge~~ to the tie-in points on each side of BIN 1000040 according to the Con Edison requirements found in Part 7. The Design-Builder shall also be responsible for furnishing the seat assemblies, hangers and other hardware necessary to accommodate the gas main on the north sidewalk of Route 1 ~~temporary bridge~~ as well as removal of the existing and temporary gas main after Consolidated Edison removes the gas from them~~it~~. Once off of the temporary bridge, the gas installation will terminate (on Route 1) on each side of the bridge at tie-in points as identified by Con Edison. Those points will be in the vicinity of the Mamaroneck Avenue intersection to the west and the nearest valve to the east.

The Design-Builder shall be responsible for installing the entire new transmission twenty (20) inch gas main and appurtenances, including pressure testing and X-raying, to house the new gas system ~~on~~within the replacement bridge and the temporary gas main to the tie-in points on each side of BIN 1000040 according to the Consolidated Edison requirements found in Part 7. The Design-Builder shall also be responsible for furnishing the seat assemblies, hangers and other hardware necessary to accommodate the gas main on the replacement bridge, as well as removal of the temporary gas main after Consolidated Edison removes the gas from them~~it~~. Once off of the replacement bridge, the permanent and temporary gas installations will terminate (on Route 1) on each side of the bridge at tie-in points as identified by Con Edison. Those points will be in the vicinity of the Mamaroneck Avenue intersection to the west and the nearest valve to the east.

The temporary gas mains shall be installed on the sidewalk on the north side of Route 1 and shall be in operation by the closure date for Route 1.

The Design-Builder shall be responsible for excavating all necessary trenches and backfilling for temporary and final relocations ~~and furnishing hangers and supporting hardware for, attachment to a temporary bridge~~ according to the Consolidated Edison requirements found in Part 7.

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

- A thirty (30) day advance notice as to when the gas mains and appurtenances need to be delivered to the job site.

• Forty-eight (48) hours prior to any gas installation to afford them the opportunity to be present.

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.

A-4.3.4 Water Mains

A. Westchester Joint Waterworks

The Design-Builder shall be responsible for maintaining or relocating the existing 8" water main during demolition of the existing bridge and construction of the new bridge. The Design-Builder shall supply and install a new 10" ductile iron water main onto the new bridge, including disinfection and testing of the new water main, and excavating all necessary trenches and backfilling for temporary and final installations. The Design-Builder shall supply and install any fittings or valves necessary to maintain the existing water main and install the new water main. Relocations shall meet the requirements of the owner.

A-4.3.5 Sanitary Sewers

A. Westchester County

The Design-Builder shall be responsible to preserve, protect, and maintain the existing 66" county trunk sewer structure crossing the Mamaroneck River. BIN 1000040 shall be removed without damaging this structure. Prior to any construction activities, the Design-Builder shall inspect and certify the condition of the existing 66" sewer. The Design-Builder shall design and construct additional support that it deems necessary to prevent damage to the sewer line 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 for their review and acceptance prior to beginning demolition of the bridge. At the completion of construction, the Design-Builder shall inspect and certify the condition of the sewer line to demonstrate that it's in its original condition.

A-4.3.6 Other Utilities

A. Village of Mamaroneck Department of Public Works

The Design-Builder shall be responsible for connecting the existing 8" Village sewer main into the 66" county sewer trunk line to the east of the existing bridge. The Design-Builder shall supply new ductile iron pipe and any fittings necessary to perform the connection including performing modifications to existing manholes and excavating all necessary trenches and backfilling for temporary and final installations. This connection is to be made at a manhole. This connection shall meet the requirements of the owners. The Design-Builder shall be responsible

for removal of the existing 8” sewer line crossing the Mamaroneck River once this connection has been made.

A-5 DESIGN BUILD UTILITY DOCUMENTS

The Design-Builder shall provide documentation regarding the coordination and locations of the impacted utilities to the Department’s Project Manager, and the Department’s Project Manager shall coordinate with Regional Utility Engineer. The required documents are: utility conflict/resolution table with proposed locations, utility plans, and Special Note of Utility Coordination.

The documentation shall be used to secure the Final DB Utility Work Agreements (DB-HC140) with each impacted utility company and any required Municipal Agreements.

APPENDIX B NON-PARTICIPATING AGENCIES

The Design-Builder shall be aware that the following agencies which are not participants in the One-Call System may have facilities located within the project limits:

- The New York State Department of Transportation

Contact information, known facilities, and required lead times are indicated in the Table B-1 on the following page. The Design-Builder shall contact each of these agencies to obtain mark-outs of their facilities.

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Table B - 1: Contact Information for Non-Participating Agencies

Agency	Callout Contact	Contact PH#	Contact E-mail	Known Facilities	Required Lead Time for mark out
NYSDOT	NAME	nnn-nnn-nnnn	NAME@dot.ny.gov	FACILITY	7 days minimum

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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