KOSCIUSZKO BRIDGE PROJECT – PHASE 1
(BIN 1075699)

PIN X731.24, Contract D900011

CONTRACT DOCUMENTS
PART 4

UTILITY REQUIREMENTS

Final August 27, 2013
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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 and brought to the attention of utility owners. Reference is made to Chapter 13 of the New York State Department of Transportation Highway Design Manual, and NYSDOT Standard Specifications and Construction Materials Sections 659-664 and all the applicable NYSDOT State 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.

Utility plans have been developed to a 40% design level based on a Subsurface Utility Engineering (SUE) Quality Level C and Quality Level D (per NYSDOT Highway Design Manual Chapter 13-Section 13.4.1.1E Subsurface Utility Engineering and Quality Levels) survey completed during Preliminary Design. The anticipated conflicts and relocations are based on the 40% Design plans. Preliminary Utility Work Agreements have been developed in coordination with the utilities based on these 40% plans and are included in Exhibit A. Subsequently a Quality Level A and Quality Level B Subsurface Utility Engineering (SUE) program was completed for selected utilities. The findings of the Quality Level A and Quality Level B survey have not been incorporated into the 40% Plans but are reflected in the Quality Level A and Quality Level B Survey included in Part 7 – Engineering Data available on the Project website.

The Design Builder shall be responsible to verify all utility information provided, to update the utility plans per the Quality Level A and Quality Level B Survey and coordinate with the utilities regarding any necessary modification to the utility agreements based on the survey and any further utility work required beyond that indicated in the utility agreements.

If the Design Builder’s design requires additional utility relocations than those identified in the utility agreements presented in Exhibit A, it is the responsibility of the Design Builder to suggest revised utility agreements in coordination with the utility owners and submit to the Department for approval.
4.2. GENERAL

Utilities that may be affected by the project are shown in the Indicative Plans and described in the Preliminary Utility Work Agreements herein. The Design-Builder shall be responsible for resolving any and all utility conflicts that may arise on the project, except as otherwise specified.

4.2.1. Utility Coordination

The Department has provided the utility agreements included in Exhibit A. 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 utility 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 to the Department with copies of all correspondence between the Design-Builder and any utility owner, within three days after receipt or sending, as applicable.

4.2.2. Utility Relocation Design

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

4.2.3. 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 NYSDOT Utility Work Agreements, Relocation Plans, and this Part 4.

4.2.4. 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 have to be protected in order to permit construction of the project.
4.2.5. 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. 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.

4.2.6. 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. Providing information to the Department to assist in acquiring additional ROW or easements, if necessary (refer to Part 3 - Project Requirement 7 - Right of Way); and
D. 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 as set forth in the relevant New York State Department of Transportation's Preliminary Utility Work Agreement included in Exhibit A hereto.

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

4.3.2. Departments' Responsibilities for Utilities with Identified Utility Owner

The Department shall perform the Department's obligations with respect to relocation of utilities within the defined project limits and as specified in the Department's Preliminary Utility Work Agreements attached hereto as Exhibit A.

4.3.3. Overall Level of Accuracy

The data received from the utility owners and the Department has been used to set the approximate locations of utility facilities on the Project base mapping. The accuracy and quality level (QL) applied at this stage varies. The original design concept corresponds to quality level D (per NYSDOT Highway Design Manual Chapter 13-Section 13.4.1.1E Subsurface Utility Engineering and Quality Levels). Quality level D is the lowest degree of accuracy. Once the plate information was gathered, a Quality Level C survey was performed, and the original data was supplemented based on this information. The information shown on the Indicative Plans was derived from existing NYSDOT contract plans, and utility company records, plates or recollections and field edit survey. Additional SUE Quality Level B (QLB) and Quality Level A (QLA) surveys were completed to verify locations of subsurface utilities in critical areas. The findings of the QLA and QLB survey have not been incorporated into the 40% Plans but are reflected in the QLA/QLB survey included in Part 7 – Engineering Data.

4.3.4. Companies/Agencies and Confidentiality

Among the utility companies and agencies that provided information for the Environmental Impact Statement, several indicated that the data must be considered sensitive in nature and requested that it remain confidential for security and operational purposes. In several cases, confidentiality agreements had to be signed that specifically prohibit the release of utility information to the public. In other cases, it was agreed that confidentiality principles would be honored despite the absence of signed commitments. The following utilities consider their information to be sensitive security information, and the Design-Builder shall maintain the confidentiality of such information:

A. National Grid Inc.;
B. Consolidated Edison Company of New York;
C. New York City Department of Environmental Protection;
D. Verizon (Empire City Subway);
E. Time Warner Cable of New York City;
F. Buckeye Partners;
G. Fire Department of New York City (FDNY);
H. RCN Cable Company; and
I. New York Police Department (NYPD).

4.4. COORDINATION REQUIREMENTS

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;
C. Developed a set of existing utility sheets identifying known existing utility facilities and potential conflicts;
D. Developed New York State Department of Transportation's Preliminary Utility Work Agreements as set forth in Exhibit A hereto; and
E. Performed selected Quality Level B, and Quality Level A utility designation at selected locations to confirm locations of selected utilities.

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 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 § 107-15, the Department's Preliminary Utility Work Agreements set forth in Exhibit A to this Part 4, and in the DB Utility Agreements, 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 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.
H. Notify NYCDEP's BWSO at 718-595-5752, a minimum of one week prior to any work at the intersection of Meeker Avenue and Varick Street.
I. Shall not remove any fire hydrant within the project limit, without first consulting NYCDEP BWSO Distribution Engineer.

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 DB § 111).

Some utility owners will 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 and the relevant requirements of the Standards listed in this Section 4.5, unless otherwise stipulated in this Project Requirement. Standards specifically cited in the body of this Part 4 establish requirements shall have precedence over all others.

4.5.1. **Standards and Precedence of Utility Requirements**

The design and construction of the utility relocations and protections-in-place for the Project assigned to the Design-Builder shall be in accordance with the Standards listed herein. The Design-Builder shall obtain clarification of any unresolved ambiguity prior to proceeding with design or construction.

- A. Part 2 - DB Section 100;
- B. Part 3 - Project Requirements;
- C. Part 5 - Special Provisions;
- D. Part 8 - Special Specifications;
- E. Utility owner requirements
- F. Requirements for the Design and Construction of Underground Utility Installations Within State Highway ROW ("Blue Book") and 2004 Supplement (El 04-015) Pavement Restoration Details;
- G. NYSDOT Highway Design Manual - Chapter 13 Utilities
- H. Part 6 - RFP Plans; and
- I. NYSDOT Standard Specifications and Drawings.
- J. New York City Department of Environmental Protection - Standard Water Main Specifications, latest edition
- K. New York City Department of Environmental Protection - Standard Sewer Specifications, latest edition
- L. New York City Department of Environmental Protection - Drainage Standards

4.5.2. **References**

- A. Individual utility company standards;
- B. Consolidated Edison Company of New York (Con Edison) "Blue Book" Requirements for Electric Service Installations and Con Edison Construction Standards.

4.6. **DESIGN BUILDER RESPONSIBILITIES**

The Design-Builder shall be responsible for coordinating its design and construction work with utility work as indicated herein and in Part 6 - RFP Plans, 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 shown on 40% plans that are affected
by the construction, the Design-Builder shall immediately suspend construction operations at the site affected by such utility as provided in DB § 102-5.5 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 cost of temporary easements, necessary to accommodate its own construction operations and/or methods, except as specified in the Contract Documents.

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. Additional ROW and/or Easements

The Design-Builder shall follow the procedures outlined in DB § 107-22 if additional Right-of-Way or easements are required for the relocation of any utilities. See also Part 3 - Project Requirement 7- Right of Way.

4.6.4. Point of Contact

The Design-Builder shall coordinate, cooperate and work with the contact person designated by the utility owner. Section 4.9.1 herein presents contact details by utility owner.

4.6.5. Instructions and Authorizations

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

4.6.6. Verification of Utility Locations and Marking of Locations in the Field

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

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

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

4.6.8. 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. The inspection shall be governed and defined by the terms of the New York State Preliminary Utility Work Agreements.

4.6.9. Design-Builder-Caused Changes to Utility Owner Work

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

4.6.10. 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 pursuant to the requirements set forth in DB §104-4.2.7(E)(5) and (6).

4.6.11. Quality Control

The Design-Builder shall provide Quality Control for all the utility relocation work, performed by the Design-Builder, in accordance with DB §§ 111 and 112.

4.6.12. Changes to Design

All changes to designs that have received the Department's or utility owner's consultation and written comment and/or approval shall be dealt with in accordance with DB § 111, including obtaining the Department's and utility owner's consultation and written comment and/or approval for the change.

4.6.13. 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 Department's Preliminary Utility Work Agreements set forth in Exhibit A hereto indicate the allocation of responsibility between Design-Builder and the identified utility owners for relocation design and/or construction of the utility facilities covered by such agreements. The DB Utility Agreements shall allocate responsibility for relocation design and construction for utility facilities that are not subject to a Department Utility Work Agreement. Subject to Part 2 - General Provisions, Design-Builder is responsible for all relocation costs and the Contract Price includes the price for such Work.

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 DB § 111.

4.6.15. **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 completed;
H. All other as-built requirements stipulated in this Part 4;
I. Any executed Utility Work Agreements.

4.6.16. **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 will 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. Who the damage was reported to;
   6. Who the damage was repaired by;
   7. 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. Contractor 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.

4.6.17. 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.

4.6.18. 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.


The New York State Department of Transportation’s Preliminary Utility Work Agreements set forth in Exhibit A address any Betterments that have been agreed to by the Department and utility owners whose facilities are subject to such Department’s Utility Work Agreements. If any utility owners whose facilities are subject to a Department Preliminary Utility Work Agreement request that the Design-Builder design or construct Betterments that are not addressed in the relevant Department Preliminary 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 Department Utility Work Agreement. Some utility owners with whom the Design-Builder is responsible for entering into a DB Utility 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 Design-Builder and the utility owners in their respective DB Utility Agreements. The forms of DB Utility Agreements attached hereto as Exhibit A 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 DB § 111.

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. ADDITIONAL UTILITY INFORMATION

4.9.1. Utility and Stormwater Contacts

Table 4.9.1-1 presents the contact details for utility owners, current as of the date of issue of the RFP.

Note: Stormwater facilities contact information is provided for Design-Builder's convenience; stormwater facilities are not considered to be Utilities for purposes of the Contract Documents. See the definition of Utility in DB § 101-4.

<table>
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<tr>
<th>Utility</th>
<th>Entity</th>
<th>Address</th>
<th>Contact Person/Title</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Fire Dept. – City of New York, Bureau of Communications OPO Eng.</td>
<td>87 Union Street Brooklyn, NY 11231</td>
<td>Nicholas Varone</td>
<td>718.624.4194</td>
</tr>
<tr>
<td></td>
<td>Fire Dept. – City of New York, Bureau of Operations</td>
<td>9 MetroTech Center Room 7W-4 Brooklyn, NY 11201-3857</td>
<td>Robert F. Sweeney Assistant Chief of Operations</td>
<td>718.855.8571</td>
</tr>
<tr>
<td>Electric</td>
<td>Consolidated Edison Company of NY, Inc., Public Improvement/Eng.</td>
<td>30 Flatbush Avenue, 6th Floor, Brooklyn, NY 11217</td>
<td>Theresa Kong – Con Edision</td>
<td>718.275.4078</td>
</tr>
<tr>
<td>Gas</td>
<td>Gas Reliability Planning National Grid</td>
<td>175 East Old Country Road Hicksville, NY 11801</td>
<td>Peter C. Metzdorf Principal Engineer</td>
<td>516.545.4651</td>
</tr>
<tr>
<td>Sewer &amp; Water</td>
<td>New York City Department of Environmental Protection Bureau of Water &amp; Sewer Operation</td>
<td>59-17 Junction Blvd. Low Rise – 3ed Floor Flushing, NY 11373</td>
<td>Irina Veytsman, P.E. Chief Plan Review Section</td>
<td>718.595.5191</td>
</tr>
<tr>
<td>Telephone</td>
<td>Empire City Subway LTD/Verizon Communication</td>
<td>One Cross Island Plaza Suite 227A Rosedale, NY 11422</td>
<td>Mr. Aubrey Makhanlall, PE Area Manager – Pre Engineering &amp; Queens Municipal</td>
<td>718.977.8165</td>
</tr>
<tr>
<td>Cable</td>
<td>RCN Telecom Services of New York</td>
<td></td>
<td>Joey Maisonet Field Engineer</td>
<td>718.577.3279</td>
</tr>
<tr>
<td>Cable</td>
<td>Time Warner Cable of NYC</td>
<td>33-16 Woodside Avenue, Long Island City, NY 11101</td>
<td>John Devine Field Engineer</td>
<td>718.888.4242</td>
</tr>
</tbody>
</table>
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 4.10-1 to the Department.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Entity</th>
<th>Address</th>
<th>Contact Person/Title</th>
<th>Contact Information</th>
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<tr>
<td>Lighting</td>
<td>New York City Dept. of Transportation, Bureau of Traffic Division of Street Lighting (DSL)</td>
<td>34-02 Queens Blvd. Long Island City, NY 11101</td>
<td>Marguerite Riskalla Deputy Director</td>
<td>718.786.4617</td>
</tr>
<tr>
<td>Fuel/Oil</td>
<td>Buckeye Partners</td>
<td>P.O. Box 300606 Building 157 Jamaica, NY 11430</td>
<td>Bob Cortopassi</td>
<td>732.496.0138</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Deliverable</th>
<th>Number of Copies</th>
<th>Submittal Schedule</th>
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<tr>
<td>Utility Tracking Report</td>
<td></td>
<td>Weekly until Physical Completion.</td>
</tr>
<tr>
<td>Utility Design Sheet</td>
<td></td>
<td>Two days prior to initial meeting with utility owner</td>
</tr>
<tr>
<td>Design Approval Letter</td>
<td></td>
<td>At Readiness for Construction Review</td>
</tr>
<tr>
<td>Approval Letter</td>
<td></td>
<td>in the Utility Design Sheet</td>
</tr>
<tr>
<td>Updated Utility Plan</td>
<td></td>
<td>Monthly</td>
</tr>
<tr>
<td>Utility Protection Plan</td>
<td></td>
<td>Weekly until Physical Completion</td>
</tr>
<tr>
<td>Utility Inventory Report</td>
<td></td>
<td>Two days prior to initial meeting with utility owner</td>
</tr>
<tr>
<td>Utility Agreements</td>
<td></td>
<td>Seven days after construction of the utility identified</td>
</tr>
</tbody>
</table>

Table 4.10-1 – Deliverables
PART 4 – UTILITIES

EXHIBIT A

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

PRELIMINARY UTILITY WORK AGREEMENTS

Part 4 Exhibit A presents a summary of the key terms of the utility relocation agreements.
PART 4 – UTILITIES
EXHIBIT A

UTILITY AGREEMENTS

The work described in this Exhibit A includes known relocation and other utility work required to remove known interference with Project elements shown in the Indicative plans. This work includes the relocation of aerial lines, underground utilities, sewer lines, drainage lines, water mains, gas mains, cable and telephone utilities, FDNY services and finally NYPD communications. The Design-Builder shall design, locate, and construct the Work in accordance with utility provider(s) details as detailed in this Exhibit A. The Design-Builder shall consider providing, where possible, 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. All new and relocated utilities within the Department's ROW shall be underground. The Design-Builder shall supply all materials, labor and equipment necessary to install the infrastructure as described in this Exhibit A. The Design-Builder shall apply and pay for all necessary permits. The Design-Builder shall maintain a minimum of one lane open at all times when performing the work described herein.

The Design-Builder shall include in its Baseline Project Schedule appropriate time as required for all utilities work.
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT
BUCKEYE PARTNERS, L.P.

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

<table>
<thead>
<tr>
<th>Project Identification No.: X731.24</th>
<th>F.A. Project No.:</th>
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</thead>
<tbody>
<tr>
<td>ROW Declaration No.:</td>
<td>Map Nos.:</td>
</tr>
<tr>
<td>Parcel Nos.:</td>
<td>County of: Kings and Queens</td>
</tr>
<tr>
<td>Contract No.: D900011</td>
<td></td>
</tr>
</tbody>
</table>

Project Description: Replacement of the Kosciuszko Bridge (I-278) over Newtown Creek between Kingsland Avenue in Brooklyn and the Long Island Expressway Interchange in Queens.

necessitates the adjustment of utility facilities as hereinafter described, the owner, Buckeye Partners, L.P., 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, in compliance with the attached Special Note “Coordination with the Utility Schedule, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

Existing Facilities

The existing facilities are to be abandoned, removed or relocated by the above described project and are presently located in Brooklyn and Queens County, New York within the reconstruction limits of the Kosciuszko Bridge replacement project. The project is located within the New York State Department of Transportation’s Right of Way as shown on the plans for the proposed transportation project and will be adjusted as follows for an estimated to be determined.

Varick Avenue

On the south side of Varick Avenue, Buckeye Partners has two HP facilities. These facilities consist of two 12” diameter pipelines, a No. 1 Gas main and a No. 2 Fuel main, both comprised of steel pipe. The appointed Contractor will need to provide protection and support during construction of the abutment on the south side of Varick Avenue. These utilities will also need to be protected and supported when the proposed sewer trunk will be installed as well as the new 20” diameter water main along Varick Avenue. The appointed Contractor must call 811, the State One Call system, prior to the commencing of any construction.

LIRR Track Bed

Buckeye Partners has two (2) 12” high pressure petroleum (oil) product pipelines with 16” casings running parallel with the Long Island Railroad tracks on the north side of the tracks, between the Newtown Creek and 56th Road. The appointed Contractor will need to provide protection and support during construction of the proposed footings in this area, and must support and protect the utilities during the installation of the proposed drainage structure from the Queens sewer trunk line to the outfall into the creek. The appointed Contractor must call 811, the State One Call system, prior to the commencing of any construction.
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:

  **Reimbursed under Highway Law 1-24-b as an Interstate Project**
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. (Inspection only)

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 the amount of $__________ to cover the cost of the betterment as described above.
  - ☐ 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 as reference (check appropriate boxes)


X Contract documents: Contract number D900011
                    PIN  X73124
                    Plan sheets No. TBD

9 Owner's plan sheets

9 Owner's estimate sheets form No.

9 Resolution dated , by

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

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

David Boone, Buckeye Partners
(Print/Type Name) Owner or Agent
(Signature)

Main Office Utilities Engineer

For NYS DOT Commissioner of Transportation

Manager, Right of Way Permits & One Call
Title Date

4/11/13
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT
CON EDISON CO. OF NEW YORK

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

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</table>

Project Description Contracts 1, 2, 3 & 4: Replacement of Kosciuszko Bridge over Newtown Creek (BINs 1075699, 107569A & 107569B) from Morgan Avenue to Long Island Expressway Interchange.

necessitates the adjustment of utility facilities as hereinafter described, the owner, Con Edison Co. of New York, 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, in compliance with the attached Special Note “Coordination with the Utility Schedule, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

Existing Facilities
The existing Con Edison Company facilities are to be abandoned, removed or replaced by the above described project and are presently located in Brooklyn and Queens New York within the reconstruction limits of the Kosciuszko Bridge Replacement project. The project is located within the New York State Right of Way as shown on the plans for the proposed transportation project and will be adjusted as follows for an estimated to be determined:

Brooklyn

Eastbound Meeker Avenue

In eastbound Meeker Avenue, CE has underground facilities. At the intersection of Kingsland Avenue and Meeker Avenue, CE has an existing MH #M60685. From this manhole, there are underground conduits that run (from west to east) to CE Box #12696 (retired), to CE Box #36312, to MH #M60486, to CE Box #60487, to CE Box #36314, and to CE MH #M36315 which is located just west of Morgan Avenue.

In the south sidewalk of Meeker Ave., approximately midblock between Kingsland Avenue and Morgan Avenue, there is a transformer vault #VS-1838.

CE has several streetlight services: one (1) from #M60685, two (2) from Box #36312, and one (1) from Box #36314. CE also has electric services from #M60487 that feeds a Customer Box on the south side of Meeker Ave. eastbound, and from #M36315 that feeds a storage area under the Meeker Ave. Structure.

All Con Edison facilities listed above are to remain in place and be supported, protected, and maintained as needed BY NYSDOT CONTRACTOR.

From the intersection of Morgan Avenue and Meeker Avenue, CE has underground conduits that run east to CE MH #M36315 to CE Box #36317, to CE Box #36320 in the intersection of Vandervoort Avenue and Meeker Avenue. Along this block, CE has several streetlight services: one from MH #M36315, one (1) from Box #36317, and two (2) from Box #36320. There is also a traffic signal service from Box #36320.
There is an electric service that feeds a customer box from Box #36317.

The conduit run between CE Box #36317 to #36320 will need to be relocated due to direct interference with a proposed footing. This should be done in conjunction with the realignment of Cherry Street. The alignment of the Con Edison facilities shall be coordinated with Con Edison and constructed in accordance to all applicable Con Edison Standards BY THE NYS DOT CONTRACTOR.

Con Edison shall be responsible for performing all work on all conductors (installation & removal, splicing, & energizing), and poles for any overhead electric work. This work shall be performed BY CON EDISON.

In the intersection of Vandervoort Avenue and Meeker Avenue, CE has conduits from CE Box #36320 to CE Box #57281 located near the divergence of Meeker Avenue and Cherry Street. From Box #57281, there are two (2) streetlight services as well as an electric service to Expressway lighting, crossing Meeker Ave.

The conduit run between CE Box #36320 to #57281 will need to be relocated due to direct interference with a proposed footing. The alignment of the Con Edison facilities shall be coordinated with Con Edison and constructed in accordance to all applicable Con Edison standards BY THE NYS DOT CONTRACTOR.

Con Edison shall be responsible for performing all work on all conductors (installation & removal, splicing, & energizing), and poles for any overhead electric work. This work shall be performed BY CON EDISON.

Westbound Meeker Avenue

CE has underground facilities that run along westbound Meeker Avenue. From Kingsland Avenue eastward, CE has conduits that run from MH #M4444 to CE Box #36311, to Box #36313, to MH #M12454 located at the intersection of Morgan Avenue. From Box #36313 there are five (5) electrical service feeds and one (1) streetlight service. From Box #36311, there are seven (7) electric services (two (2) are retired), and two (2) streetlight services.

From CE MH #M12454, there are underground conduits going eastbound, along westbound Meeker Avenue, going to CE MH #M36316, to CE Box #36318 near Hausman Street, to MH #M36319, and to Box #36321 near Apollo Street.

From CE MH #M36319, there are six (6) electric service feeds serving properties along Meeker Avenue, and one (1) streetlight service. From Box #36321, there are two (2) electric service feeds and one (1) streetlight service.

From CE Box #36321, underground conduits continue to CE MH #M69428 just east of Apollo Street, on to CE Box #36324, to CE MH #M36325, to CE Box #36327 and continue to CE MH #M36329. From here the conduits continue out of the project limits. There is also a CE Box #36326 located across Meeker Avenue from Box #36327, with conduits running between the two.

All facilities listed above in westbound Meeker Avenue are expected to remain in place and be supported, protected, and maintained as needed BY THE NYS DOT CONTRACTOR.

Sutton Street

On Sutton Street, CE has conduits that run from Meeker Avenue, along the east curb of Sutton Street to MH #M77373, and then to CE MH#M12451 located at the intersection of Driggs Avenue and Sutton Street. In the west sidewalk, there is also a CE transformer vault #VS-8213, just north of Meeker Avenue.
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT
CON EDISON CO. OF NEW YORK

All facilities listed above in Sutton Street are expected to remain in place and be supported, protected, and maintained as needed BY THE NYSDOT CONTRACTOR.

Morgan Avenue

In Morgan Avenue, CE has existing conduits which start at CE MH #M36315 and continue to CE Box #16086 in the intersection of Morgan Avenue and Anthony Street. From there CE’s conduits continue south out of the project limits.

Under the BQE, along Morgan Avenue, CE has conduits which start at CE MH #M36315, go to CE MH #M12480, and continues to CE MH #M12454.

Under the BQE, in Morgan Avenue, CE MH #M12480 services the NYC Street Lighting, which feeds the roadway lighting, as well as a temporary service connection.

All facilities listed above in Morgan Avenue are expected to remain in place and be supported, protected, and maintained as needed BY THE NYSDOT CONTRACTOR.

Anthony Street

There are existing underground CE facilities located in the south side of Anthony Street. There are underground conduits that run (from east to west) from CE Box #16066, located at the intersection of Morgan Avenue and Anthony Street, to CE Box #59762, to CE Box #66095, and then to CE Vault VS-6947. From vault number VS-6947, there is conduit that runs across Anthony Street to CE Pole #67465.

From CE Box # 59762 there is an electric service that runs to the north side of Anthony Street.

There are existing overhead CE facilities located on the north side of Anthony Street beginning at the corner of Morgan Avenue and Anthony Street. The utilities start at pole #70936 and go east along Anthony Street to pole numbers #72, #67464, #67465, and #39780 at the corner of Vandervoort Ave. From here, the overhead utilities span over Vandervoort Avenue and terminate at pole #58237. There is a guy pole #58238 to the east of pole #58237.

From pole #58237, the overhead utilities become underground again at this location. From pole #58237, underground conduits continue east, running to CE Box #63107, to CE Box #59786, and then to CE MH #M59665, which is located at the intersection of Porter Ave. and Anthony St. At the northwest corner of this intersection, there is CE Vault #VS-2824 [NOTE: Curb alignment will be adjusted to avoid vault]. From CE Box #63107, there is one (1) streetlight service, and one (1) electric service to a property on the south side of Anthony Street.

From CE MH #59665, there is an underground service feed that runs south from the intersection of Porter Avenue and Anthony Street.

Continuing east from CE MH #59665, the electric system transitions from underground to over via underground conduits and a riser pipe to CE pole #59024. From CE pole #59024, CE facilities are overhead and run in all 4 directions from this pole. The overhead cables continue east as well as south out of the project limits. To the west, the cables connect to CE pole #63428. There is also an underground electric service that crosses Cherry Street to a NYC customer box and feeds the area under the BQE.

In the intersection of Varick Avenue and Anthony Street, CE has overhead facilities which extend west from CE pole #52248 west along Anthony Street to pole #63431 and continue west and terminate at pole #63430.

There are no further CE facilities located from Varick Avenue to Newtown Creek along Anthony Street.
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT
CON EDISON CO. OF NEW YORK

All facilities listed above in Anthony Street are expected to remain in place and be supported, protected, and maintained as needed BY THE NYSDOT CONTRACTOR.

Vandervoort Avenue

CE has underground facilities located on the west side of Vandervoort Avenue. These facilities consist of CE Box #63106, from which underground conduits extend north to CE Box #36320 and continue under the BQE and terminate in CE MH #36319 in westbound Meeker Avenue. From CE Box #63106, there is one (1) streetlight service, and one (1) electric service to a property on the west side of Vandervoort Avenue.

The conduit run between #63106 and #36320 may require relocation in conjunction with the realignment of Vandervoort Avenue. The alignment of the Con Edison facilities shall be coordinated with Con Edison and constructed in accordance to all applicable Con Edison standards. This work shall be performed BY NYSDOT CONTRACTOR.

Con Edison shall be responsible for performing all work on all conductors (installation & removal, splicing, & energizing), and poles for any overhead electric work. This work shall be performed BY CON EDISON.

In the west sidewalk of Vandervoort Avenue, CE also has overhead facilities. There is a guy pole #67412 at the intersection of Meeker Avenue and Vandervoort. Coming south, there is CE Pole #67423 that connects to CE Box #33106 via a riser and underground conduits.

All overhead facilities listed above on the west sidewalk of Vandervoort Avenue will need to be relocated in conjunction with the realignment of Vandervoort Avenue. This work shall be performed BY CON EDISON – TO BE COORDINATED WITH NYSDOT CONTRACTOR.

Porter Avenue

CE has overhead facilities on the east side of Porter Avenue. Starting from CE MH#59665, the electric facilities transition from the underground to overhead at CE pole #59024. The overhead electric cables continue north to poles #59618, #47330 and #59617. From CE pole #59617, there is an overhead service that feeds a customer at the intersection of Cherry Street and Porter Avenue.

Poles #59618, #47330, and #59617 will all need to be removed due to the expansion of the Brooklyn-Queens Expressway and the realignment of Cherry Street. This work shall be performed BY CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

Varick Avenue

Varick Avenue to the south of the BQE contains only overhead CE facilities. These facilities are located on the west side of Varick Avenue. Since the project does not extend below Anthony Street, only those facilities north of Anthony will be described. CE overhead facilities include CE pole # 52248 at the intersection of Anthony and Varick Avenue and continue north to CE pole #52247 and terminates at Pole #59774. From Pole #59774, there are two electric (2) services, one is overhead that feeds a customer on the east side of Varick Avenue, the other transitions underground and goes north, crossing Cherry Street to feed NYC Lighting. There is also a streetlight attached to Pole #59774. There is an overhead electric service that originates from Pole #52247 to feed a customer to the west of Varick Avenue. An overhead service from Pole #52248 feeds a customer at the intersection of Varick Avenue and Anthony Street. Pole #52248 also contains a streetlight.
NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
PRELIMINARY UTILITY WORK AGREEMENT  
DESIGN BUILD CONTRACT  
CON EDISON CO. OF NEW YORK

Poles #52247 and #59774 will need to be removed due to the expansion of the Brooklyn-Queens Expressway and the realignment of Cherry Street. This work shall be performed BY CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

Stewart Avenue

The CE utilities are limited along Stewart Avenue. CE has aerial facilities on the east side of Stewart Avenue from CE pole #69880 to pole #57889. From there, the overhead facilities continue east along the existing Cherry Street. There is also an existing connection from CE pole #69880 to pole #FR1004 along Stewart Avenue.

The overhead facilities identified above on Stewart Avenue may need to be relocated depending on whether there is interference with the new Brooklyn-Queens Expressway structures. These lines may be providing service to existing customer and thus will need to be maintained until an alternate service is established. This work shall be performed BY CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE OR REQUIRE COORDINATION WITH NYSDOT CONTRACTOR.

Gardner Avenue

CE has existing aerial facilities along the east side of Gardner Avenue. CE has an existing pole (pole #69434), near the intersection of Anthony Street and Gardner Avenue. From here, the overhead cables proceed north along Gardner to the following CE poles: #17808, #17809, #67325, #65996, #65965, and to pole #17812. The overhead cables continue along Gardner Avenue and out of the project limits.

The overhead facilities identified above on Gardner Avenue may need to be relocated depending on whether there is interference with the new Brooklyn-Queens Expressway structures. These lines may be providing service to existing customer and thus will need to be maintained until an alternate service is established. This work shall be performed BY CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

Scott Avenue

CE has only overhead facilities in the vicinity on Scott Avenue. From the intersection of Cherry Street and Scott Avenue, CE has a pole #65914 on the west side of Scott Avenue, with cables that extend north to CE pole #65912, to CE pole #65925, to CE pole #60311. On the east side of Scott Avenue, at the intersection of Cherry Street, there is CE pole #66351. Further north along the east side of Scott Avenue, there are CE poles #66229 and #66227.

Pole #65912 will need to be removed or relocated due to direct interference with a proposed footing. The other overhead facilities identified above on Scott Avenue may also need to be relocated depending on whether there is interference with the new Brooklyn-Queens Expressway structures. These lines may be providing service to existing customer and thus will need to be maintained until an alternate service is established. This work shall be performed by Con Edison.

Con Edison shall be responsible for performing all work on all conductors (installation & removal, splicing, & energizing), and poles for any overhead electric work. This work shall be performed BY CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.
NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
PRELIMINARY UTILITY WORK AGREEMENT  
DESIGN BUILD CONTRACT  
CON EDISON CO. OF NEW YORK

**Thomas Street**

CE has the following utilities at the intersection of Thomas Street and Varick Avenue.

CE has existing aerial facilities on the west side of Varick Avenue. These utilities span from CE pole #59878 to pole #59877 and exit the project limits at pole # 55845.

CE has an existing underground facility in the same intersection. This facility consists of a CE box #63122 with a duct bank coming from CE MH #M36322 in Meeker Avenue.

There are currently three service feeds from CE Box #63122.

**CE has the following utilities at the intersection of Thomas and Stewart**

CE has existing underground facilities consisting of CE Box #69378 to the west of Stewart Avenue with a duct bank that connects to CE Box #58971, at the intersection of Thomas Street and Stewart Avenue. There is one service feed from Box #69378, and one service feed from Box #58971.

CE underground cables transition to overhead between Box # 58971 and CE pole #61585 in this intersection.

CE has additional poles along Thomas, Pole #61586 and Pole #60307, which are not in service.

**All facilities listed above in Thomas Street are expected to remain in place and be supported, protected, and maintained as needed BY THE NYSDOT CONTRACTOR.**

**Cherry Street**

CE has existing utilities in Cherry Street, specifically at the divergence of eastbound Meeker Avenue and Cherry Street. These utilities include: CE Box #57281 with a duct bank to CE Box #57282. From Box #57282, there is a duct bank that extends across Porter Avenue and terminates.

There are no further CE utilities in Cherry Street until Stewart Avenue. Between Stewart Avenue and Gardner Avenue CE has overhead facilities beginning at CE pole #57889 continuing to pole #46144, T13, T14, T15, and eventually tying in at pole #67325, near the intersection of Gardner Avenue and Cherry Street.

At the intersection of Stewart Avenue and Cherry Street, CE has an existing electrical box #66180 which services a customer along Cherry Street.

At the intersection of Gardner Avenue and Cherry Street, the overhead utilities continue on the north side of Cherry Street from CE poles #67325, #67326, #60355, #65913 and #65914 at the intersection of Scott Avenue and Cherry Street.

**All Con Edison facilities in the existing Cherry Street from the divergence of eastbound Meeker Avenue until Porter Avenue will need to be relocated to the new Cherry Street under this project. New ducts and/or manholes will also be installed in the new Cherry Street from Porter Avenue to Stewart Ave. The alignment of the Con Edison facilities shall be coordinated with Con Edison and constructed in accordance to all applicable Con Edison standards performed BY NYSDOT CONTRACTOR. The overhead facilities on Cherry Street between Stewart Avenue to Scott Avenue will need to be removed or relocated depending on whether they are needed for any customer services.**
Con Edision shall be responsible for performing all work on all conductors (installation & removal, splicing, & energizing), and poles for any overhead electric work. This work shall be performed BY CON EDISION – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

Queens

43rd Street (Hobson Avenue)

At the intersection of 43rd Street and 56th Road CE has overhead facilities fed from 56th Road. The CE electric poles served by this connection include: CE pole #s #77383, #25046, #95523, #95522 and #95521 in a west direction.

From CE MH #M168 there are conduits which run east to CE MH#17473, west to box #63944, and north to CE MH #M472.

Going east from CE pole #77383, there are overhead facilities going to pole #91653, continuing to east down 43rd Street to CE pole #49525 to pole #45713 to pole #10667 and to pole #48022 at 55th Avenue. From CE MH#17473, there are underground conduits going to CE MH#20423 at 55th Avenue.

Between 55th Avenue and 54th Drive, the CE overhead electric continues to #40618 and to Pole #91759. There is a transition from overhead to underground from Pole #91759 to CE Box #68879. From CE MH#20423, there are conduits that go east to CE Box #68879.

Between 54th Drive and 54th Road CE has overhead electrical service from Pole #37981 along 54th Drive. The overhead facilities then continues along 43rd Street to CE pole #49522 Pole #45712. There are several electrical services off these poles which service customers along 43rd Street. There are underground conduits that run along this block from Box #68879 to CE MH #20424.

From 54th Road, the overhead facilities continue to pole #25045, pole #95029, to pole #91578, and then pole #88331. There are underground conduits from MH #20424 to MH #20425. From there, the conduits cross 54th Ave. and turn east to follow the north curbline of 54th Avenue.

All facilities listed above in 43rd Street (Hobson Avenue) are expected to remain in place and be supported, protected, and maintained as needed BY THE NYSDOT CONTRACTOR.

56th Road

In 56th Road CE has several electrical services located on the south side of 56th Road including the following: Intersection of 43rd Street and 56th Road CE pole #25046, heading west up 56th Road to CE pole #5803, to CE pole #45709 to pole #26560 to CE T11, under the BQE to CE Pole #26558, to pole #91593 finally to pole #91594.

Under the BQE, the NYC Street lighting is fed from CE Pole# T11.

Due to expected interference with construction access as well as the expansion of the Brooklyn-Queens Expressway, the overhead facilities on 56th Road from Pole T11 to #5803 will need to be relocated to an underground system. Con Edision shall be responsible for performing all work on all conductors (installation & removal, splicing, & energizing), and poles for any overhead electric work. This work shall be performed BY CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

CE also has underground conduits along the north side of 56th Road from CE MH #M168, going east, passing CE MH #M21526, to CE MH#M472, to MH #167, to MH#M471 and then to MH #M166.
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All facilities listed above in the north side of 56th Road are expected to remain in place and be supported, protected, and maintained as needed BY THE NYSDOT CONTRACTOR.

55th Avenue

CE has overhead electric facilities along 55th Avenue, from CE pole #48082, extending up 55th Avenue to CE pole #20734.

The facilities identified above in 55th Avenue can be eliminated as the customer currently being provided service via these lines will be demolished BY CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

54th Drive

CE has overhead electric cables from along 54th Drive from CE pole #91759 to CE pole #37981.

The facilities identified above in 54th Drive can be eliminated as long as it is determined no customer will be serviced from these lines BY CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

54th Road

CE has overhead electric cables along 54th Road from CE pole #45712 to CE pole #T1.5, and to CE pole 20277.

The facilities identified above in 54th Road can be eliminated as long as it is determined no customer will be serviced from these lines BY CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

54th Avenue

CE has overhead electric cables along 54th Avenue from CE pole #91578 to CE pole T108.

The facilities identified above in 54th Avenue can be eliminated as long as it is determined no customer will be serviced from these lines. BY CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

Laurel Hill Boulevard

Laurel Hill Boulevard has overhead electrical along the Calvary Cemetery side of the roadway. The following CE poles are located along this roadway from 56th Road towards the LIE Interchange. CE pole #2667, #26550, #26549, #26548, #26547, #26546, #26545, #26544, #26543, and finally #26542. These utility poles and services will be affected during the reconstruction project.

Once the reconstruction scheme has been developed, the above stated utility relocation work that can be done in advance will be performed by Con Edison Company of New York at no cost to the State. All costs for Con Edison facility work that must be executed in conjunction with the project will be at Con Edison’s responsibility.
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.)

- **X** 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:
NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
PRELIMINARY UTILITY WORK AGREEMENT  
DESIGN BUILD CONTRACT  
CON EDISON CO. OF NEW YORK

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

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

- [x] 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.
- [x] By the Owner’s forces (For Inspection and Relocation Work).

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 the amount of $_________ to cover the cost of the betterment as described above.

- [ ] 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:

- [ ] Privately Owned Property Agreement executed prior to the performance of the work.
- [ ] Municipal Agreement executed prior to performance of the work.
- [ ] Reimbursement Agreement executed prior to performance of the work.
- [ ] 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)


□ Contract documents: Contract number D900011
  PIN X731 24
  Plan sheets No. TBD

□ 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.

Constantine Sanoulis / Con Edison [Signature] General Manager 3/12/13
(Print/Type Name) Owner or Agent Title Date

For NYSDOT Commissioner of Transportation Title Date

3/11/2013
Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

<table>
<thead>
<tr>
<th>Project Identification No.: X731.24</th>
<th>F.A. Project No.:</th>
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<tr>
<td>ROW Declaration No.:</td>
<td>Map Nos.:</td>
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<tr>
<td>Parcel Nos.:</td>
<td>County of: Kings and Queens</td>
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<tr>
<td>Contract No.: D900011</td>
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Project Description: Replacement of the Kosciuszko Bridge (I-278) over Newtown Creek between Kingsland Avenue in Brooklyn and the Long Island Expressway Interchange in Queens.

necessitates the adjustment of utility facilities as hereinafter described, the owner, National Grid, 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, in compliance with the attached Special Note “Coordination with the Utility Schedule, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

Existing Facilities

Existing National Grid facilities are to be abandoned, removed or replaced by the above described project and are presently located in Queens, and Brooklyn New York within the reconstruction limits of the Kosciuszko Bridge Replacement project. The project is located within the New York State Right of Way as shown on the plans for the proposed transportation project and will be adjusted as follows for an estimated to be determined.

Existing National Grid facilities presently located in Queens, and Brooklyn New York outside the reconstruction limits of the Kosciuszko Bridge Replacement project shall be abandoned, removed or replaced to compensate for adverse impact to National Grid’s gas network, resultant to the proposed decommissioning of Governor # 131, located on Varick Avenue between Cherry Street and Anthony Street. NOTE: Details of National Grid’s proposed scope of work within and outside the reconstruction limits of the Kosciuszko Bridge Replacement project, please refer to National Grid’s reference document entitled, “Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable) for Brooklyn & Queens”

Under this agreement, all gas relocation work required and necessary to accommodate for the Kosciuszko Bridge Replacement project performed by National Grid shall be fully reimbursable for all costs under this Federal Funded project. National Grid shall provide an estimate for all associated relocation work. National Grid would like to remind all parties that the total cost quoted is just an estimate, and should not be misconstrued as the final cost. National Grid shall forward actual cost incurred to the Project Owner for reimbursement.

Under this agreement, National Grid will be responsible for the gas relocation work outside the defined Kosciuszko Bridge Project limits. The work outside of the project limits will be performed in advance of the bridge reconstruction project and will be completed by September 2013 is anticipated that the following work will be performed by National Grid’s forces:

For the advance work, National Grid will install all gas main installations and necessary appurtenances, utility trenching/excavation, site restoration work, all gas main retirement, and all necessary connections to existing customers along the following roadways located in Brooklyn, New York: Lombardy Street, Stewart Avenue, Gardner Avenue, Westbound Meeker Avenue, and Varick Avenue.
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NATIONAL GRID

The New York State Design Build Contractor shall provide all labor, materials, equipment, insurance, and incidentals to perform the utility trenching/excavation, test pits as directed by National Grid representative, sheeting, plating when required, backfilling, and restoration work associated with the gas utility relocations work located within the bridge reconstruction limits. However, National Grid will perform all installation of proposed gas relocation work.

Under this project, National Grid will retire the existing Governor numbered 131 located on Varick Avenue between the existing Cherry Street and Anthony Street, in the borough of Brooklyn. The Design Build Contractor will need to stage his operations in such a way to allow National Grid to perform the following work, prior to the Governor being retired. This work includes the following: Install the new 12” diameter 60 PSI steel gas main on Varick Avenue from south of the south curb line (S/S/CL) of Anthony Street until the intersection of the proposed Cherry Street/Varick Avenue, then continue the installation of the new 12” diameter, 60 PSI steel gas main in the south side of proposed Cherry Street until the intersection of Stewart Avenue/Proposed Cherry Street, and finally install the new 12” diameter, 60 PSI steel gas main in Stewart Avenue until the project limits just N/ N/CL of Thomas Street. NOTE: The existing 12” diameter, 60 PSI steel gas main located on existing Cherry Street between Varick Avenue and Gardner Avenue shall remain active until the following is completed: A.) Complete the installation and activation of the new 12” diameter, 60 PSI steel gas main mentioned above. B.) Complete the following main relocation work items (17, 20A, 20B, 25, 28, 30A, 30B, 39, 58, 59, 63A, 63B), as specified in National Grid’s document entitled “Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable) for Brooklyn & Queens”, which is attached to this agreement. Then transfer all low pressure gas services associated with the above identified items from the existing gas facilities scheduled to be retired to the new gas facilities installed. C.) Items A and B must be completed before Governor numbered 131 can be decommissioned.

National Grid anticipates it will require a minimum of 3 days to complete the decommissioning of Governor 131, after all the facilities have been transferred over to the new gas systems.

The Design Build Contractor shall note that the lowest possible temperature that National Grid can take the 12” 60 psig steel main on Varick Avenue, Cherry Street, and Stewart Avenue out of service is 25F. Therefore, performing any connection work or shut downs can only be conducted during daily temperatures above 25F.

To reiterate, National Grid must have all proposed work outside the project limits installed to the project limits, and ready to be tied in to the work inside the project limits, prior to retirement of the Governor, and finally all existing connections to existing customers, must be switched to the new high pressure system. Once this work is completed, the Governor can be taken out of service.

It should be noted that if the NYSDOT Design Build Contractor requires any gas main materials during construction i.e. manhole castings, valve covers or valve boxes, the Design Build Contractor shall coordinate with National Grid for these items. National Grid will supply and deliver these items to the Design Build Contractor at no cost to the Design Build Contractor or New York State Department of Transportation. It shall be the responsibility of the Design Build Contractor to install such items as direct by National Grid, or as required under National Grid’s specifications.

If the Design Build Contractor encounters a retired National Grid gas utility during construction, he shall coordinate with National Grid for approval to remove the obstruction. Once the Design Build Contractor has removed the material, it shall be his sole responsibility to dispose of all materials at his cost, and to a NYSDOT approved waste disposal facility.

National Grid shall perform all cleaning and decontamination, if found, of their affected gas pipe system prior to the Contractor working in and around their facilities. National Grid shall coordinate with the Design Build Contractor to determine the number of days that National Grid will require to deem the pipe system safe for retirement, and or disposal.
The Design Build Contractor shall coordinate with National Grid all backfilling operations within the project’s reconstruction limits. All backfill material and methods shall adhere to National Grid’s Technical Instruction, “Backfill and Restoration 030040-T1”, Rev.0. All backfill operations outside of the project limits shall be performed by National Grid.

The relocation of National Grid gas facilities that are in direct interference and/or adversely impacted by the NYSDOT proposed scope of work is as follows:

A. National Grid shall decommission Governor 131 (Refer to above requirement regarding retirement).
B. National Grid shall decommission approximately 14,887 (1,930 feet are non-reimbursable and 12,957 feet are reimbursable) feet of 2”, 4”, 6”, 8”, 12” and 16” Cast Iron / Wrap Steel/Plastic Gas Mains within and adjacent to NYSDOT project limits.
C. National Grid shall install approximately 545 feet of 4” (PE) Plastic Gas Main, this work is Non Reimbursable.
D. National Grid shall install approximately 1,450 feet of 2” (PE) Plastic Gas Main. This work is reimbursable to National Grid.
E. National Grid shall install approximately 3,179 feet of 4” (PE) Plastic Gas Main. This work is reimbursable to National Grid.
F. National Grid shall install approximately 493 feet of 8” (PE) Plastic low pressure Gas Main. This work is reimbursable to National Grid.
G. The NYSDOT Design Build Contractor shall trench, backfill, and restore the utility trench so that National Grid’s forces can install approximately 1,079 feet of 4” (PE) Plastic Gas Main. This work is reimbursable to National Grid.
H. The NYSDOT Design Build Contractor shall trench, backfill, and restore the utility trench so that National Grid’s forces can install approximately 102 feet of 8” (PE) Plastic Gas Main. This work is reimbursable to National Grid.
I. The NYSDOT Design Build Contractor shall trench, backfill, and restore the utility trench so that National Grid’s forces can install approximately 1,165 feet of 12” Steel Gas Main. This work is reimbursable to National Grid.
J. The NYSDOT Design Build Contractor shall trench, backfill, and restore the utility trench so that National Grid’s forces can install approximately 1,090 feet of 12” Plastic Gas Main. This work is reimbursable to National Grid.
K. National Grid’s forces shall be responsible for transferring and/or replacing approximately eighty four (84) gas services.

Following is a narrative description of the locations where the work identified in A through K above will take place. The locations for restoration of service connections shall be coordinated accordingly during construction by National Grid with the State’s Design Build Contractor.

The item identification located in the parenthesis in the narrative text, corresponds to the National Grid’s Item Numbers in the table entitled, “Proposed Gas Relocation Scope of Work (Reimbursable & Non-Reimbursable), for Brooklyn & Queens” which is attached to this agreement as a reference document.

Brooklyn

Eastbound Meeker Avenue

Existing Condition
In Eastbound Meeker Avenue, National Grids’ utility starts in the vicinity of Morgan Avenue. This utility consists of a 12” diameter wrapped, welded steel 15 psi gas main. This main is on the south side of Meeker Avenue approximately 5’-6” from the existing curb line and continues east past the intersection of Vandervoort Avenue. The main diverges from Meeker Avenue and continues along the existing Cherry Street in an easterly direction. At the intersection of Porter Avenue, the 12” diameter gas line then proceeds into the north side of Cherry Street. Please refer to the Cherry Street section for further
description of the existing gas mains.

Work to be performed by National Grid:

(Item 50) - Under this bridge reconstruction project, National Grid’s forces will be responsible for retiring approximately 340’ of the 12” diameter ST gas main from the intersection of Morgan Avenue and eastbound Meeker Avenue to just west of Vandervoort Avenue. This work is reimbursable to National Grid.

Westbound Meeker Avenue

Existing Condition
In Westbound Meeker Avenue there are two gas lines running in an east to west direction along the north side of the roadway. The first pipe system consist of a 12” diameter 15 psi CI main which continues past Sutton Street, heading east, then at the intersection of Morgan/Driggs Avenues the main turns north and goes along Driggs Avenue.

The second pipe network consists of a 6” diameter, cast iron, black steel pipe which runs east, past Sutton Street, continuing past the intersection of Driggs Avenue. At the intersection of Driggs Avenue, the pipe material changes to 6” diameter XT-welded steel LP pipe. This system continues past Hausman Street, Apollo Street, and Van Dam Street and continues out of the project limits.

Work to be performed by National Grid:

(Item 40) - At the intersection of Meeker Avenue and Gardner Avenue, National Grid’s forces shall retire approximately 87’ of 6” diameter PE LP pipe. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work is reimbursable to National Grid.

(Item 41) - From the intersection of Meeker Avenue/Gardner Avenue, heading west, to the intersection of westbound Meeker Avenue/Varick Avenue, National Grid will be responsible for retiring approximately 1,055’ of 6” diameter CI LP pipe. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work is reimbursable to National Grid.

(Item 44) - In the intersection of Van Dam Street and westbound Meeker Avenue, National Grid shall be responsible for retiring approximately 345’ of 6” diameter PE gas main. The retirement limits will extend to the intersection of Apollo Street and westbound Meeker Avenue. This work is reimbursable to National Grid.

(Item 45) - From the intersections of Hausman Street and westbound Meeker Avenue to the intersection of Apollo Street and westbound Meeker Avenue, National Grid shall be responsible for all work necessary to retire approximately 346’ of 6” diameter gas main. This work is reimbursable to National Grid.

(Item 46) - From the intersection of Hausman Street and westbound Meeker Avenue to the intersection of Morgan Avenue and westbound Meeker Avenue, National Grid shall be responsible for all work necessary to retire approximately 217’ of 6” diameter PE gas main. This work is reimbursable to National Grid.

(Item 47) - In the intersection of Morgan Avenue and westbound Meeker Avenue, National Grid’s forces shall be responsible for all work necessary to retire approximately 72’ of 6” diameter CI gas main. This work is reimbursable to National Grid.

(Item 52) - In Hausman Street, National Grid shall be responsible for all work necessary to retire approximately 40’ of 6” diameter CI gas main. This work is reimbursable to National Grid.
(Item 54) - From the intersection of Apollo Street, heading north along Apollo, National Grid’s forces shall be responsible for all work necessary to retire approximately 76’ of 6” diameter CI gas main. This work is reimbursable to National Grid.

(Item 55) - In the intersection of westbound Meeker Avenue and Van Dam Street, National Grid’s forces shall be responsible for retiring approximately 15’ of 6” diameter CI gas main. This work is reimbursable to National Grid.

(Item 58) - National Grid will be responsible for installing approximately 440’ of 2” 60 psi PE pipe under the sidewalk in westbound Meeker Avenue from the intersection of Varick Street/westbound Meeker Avenue, east until the intersection of Bridgewater Street/westbound Meeker Avenue. This work is out of the project limits, and shall be performed in advance of the Kosciuszko Bridge Project by National Grid’s forces and shall be completed by September 2013. This work is reimbursable to National Grid.

National Grid anticipates it will require a minimum of 26 days to complete the associated gas main reconstruction utility work for Item 58 in Westbound Meeker Avenue.

(Item 59) - At the intersection of Meeker Avenue and Gardner Avenue, National Grid will be responsible for installing approximately 595’ of 2” diameter 60 PSI PE pipe. This line will head west along Meeker Avenue and will terminate at Stewart Avenue. This pipe will join a new 2” diameter gas main heading south along Gardner Avenue. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work is reimbursable to National Grid.

National Grid anticipates it will require a minimum of 30 days to complete the associated gas main reconstruction utility work for Item 59 in Westbound Meeker Avenue.

Work to be performed by New York State Design Build Contractor:

(Item 49) - In Morgan Avenue, near the intersection of Morgan Avenue and westbound Meeker Avenue, The Design Build Contractor shall be responsible for trenching/excavation, and complete site restoration work. National Grid’s Forces shall be responsible for installing approximately 40’ of 12” diameter PE gas main. National Grid will provide inspection services for this phase of work. This work is reimbursable to National Grid.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Westbound Meeker Avenue. National Grid will require a minimum of 1 day to complete the associated gas main reconstruction utility work for Item 49 at the intersection of Westbound Meeker Avenue and Driggs Avenue.

(Item 51) - On the north side of westbound Meeker Avenue from the intersection of Van Dam Street to Morgan Avenue, the Design Build Contractor shall be responsible for trenching/excavation, and complete site restoration work for National Grid’s forces to install approximately 1050’ of 12” diameter PE gas pipe. National Grid will provide inspection services for this phase of work. This work is reimbursable to National Grid.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Westbound Meeker Avenue. National Grid will require a minimum of 101 days to complete the associated gas main reconstruction utility work for Item 51 in Westbound Meeker Avenue.

(Item 53) - Near the intersection of Hausman Street and westbound Meeker Avenue, the Design Build Contractor shall be responsible for trenching/excavating and complete site restoration work for National Grid’s forces to install 36’ of 8” diameter PE gas main. National Grid will provide inspection services for this phase of work. This work is reimbursable to National Grid.
The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work near the intersection of Hausman Street and Westbound Meeker Avenue. National Grid will require a minimum of 5 days to complete the associated gas main reconstruction utility work for Item 53 in Westbound Meeker Avenue.

(Item 56) - In the intersection of westbound Meeker Avenue and Van Dam Street, the Design Build Contractor shall be responsible for trenching/excavation and complete site restoration work. National Grid’s forces shall be responsible for installation of approximately 66’ of 8” diameter PE gas main. National Grid will provide inspection services for all phases of this work. This work is reimbursable to National Grid.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work near the intersection of Van Dam Street and Westbound Meeker Avenue. National Grid will require a minimum of 5 days to complete the associated gas main reconstruction utility work for Item 56 in Westbound Meeker Avenue.

Work to be performed by National Grid:
(Item 60B) - Near the intersection of westbound Meeker Avenue and Stewart Avenue, National Grid is responsible for all work necessary to retire approximately 418’ of 6” diameter ST LP gas main. This retirement will continue from Meeker Avenue, south to Thomas Street (and the NYSDOT Project Limit). This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work is reimbursable to National Grid.

Sutton Street

Existing Conditions:
National Grid has an existing 6” diameter, black steel pipe in the west side of Sutton Street approximately 4’-0” from the curb line. This main intersects the 6” diameter main in westbound Meeker Avenue.

No construction is anticipated for this area, which will affect the National Grid facility therefore, no relocation work is necessary.

Morgan Avenue

Existing Conditions:
On the west side of Morgan Avenue, National Grid has an existing 8” diameter black steel pipe which becomes a 12” diameter wrapped steel gas main, near the intersection of Anthony Street. The 12” diameter main continues under the existing BQE structure, via Morgan Avenue, and connects to a 6” diameter main running east to west in westbound Meeker Avenue. From this point, the main continues north along Morgan Avenue and out of the project limits.

Also on the west side of Morgan Avenue there are two series of 4” diameter steel mains which are on the east side of the 12” diameter main. These two pipes enter into a GOV, 2BD system and exits as a 12” diameter main which continues north along Morgan, and a 3” diameter system which is capped in westbound Meeker Avenue. All these pipes are classified as “Retired” according to National Grids’ gas main utility plate no. 12A-77

On the east side of Morgan Avenue, National Grid has an existing 12” diameter wrapped steel, 15 psi system under the sidewalk which begins south of Anthony Street. Just north of Anthony Street the pipe exits the sidewalk and enters Morgan Avenue. The pipe continues under the BQE via Morgan Avenue, once on the north side of the BQE, the pipe turns west along westbound Meeker Avenue and connects to the 12” diameter, 15 psi system on the north side of Meeker Avenue, just west of Driggs Ave. intersection.
Work to be performed by National Grid:

(Item 48) – National Grid shall be responsible for all work necessary to retire approximately 40’ of 12” diameter steel pipe in the intersection of Morgan Avenue and westbound Meeker Avenue/Driggs Avenue. This work is reimbursable to National Grid.

Anthony Street

Existing Conditions:
In Anthony Street, National Grid has an existing 6” diameter cast iron, black steel pipe which begins at Morgan Avenue and continues in an east direction. The pipe is located on the north side of Anthony Street. Between Morgan Avenue and Vandervoort Avenue there are three (3) service feeds for #10, #12 and #16 Anthony Street. These service feeds all consist of 3” diameter feeds from the 6” diameter main.

Going from Vandervoort, heading east, National Grids’ 6” diameter steel main continues until Porter Avenue. From Vandervoort to Porter Avenue there are two (2) service feeds. The service feed for #60 Anthony Street consists of a 6” diameter feed, and the service feed for #501 Anthony Street consists of a 4” diameter service feed. Since no work is taking place on the south side of Anthony Street, these services will remain in service.

From Porter Avenue to Varick Avenue, the 6” diameter wrapped, welded steel gas main continues along Anthony Street. The 6” diameter main is approximately 3'-0” off the existing curb line, along Anthony Street. This service leg is capped in Anthony Street after the last service connection to #72 Anthony Street.

After the 6” diameter gas main is capped, there are no additional National Grid facilities in Anthony Street.

Vandervoort Avenue

Existing Conditions:
In Vandervoort Avenue, National Grid has a 6” diameter wrapped steel gas main. This main extends from the service feed along Anthony Street and goes south along Vandervoort Avenue and out of the project limits. There is an extension in the north direction, from Anthony Street, however, this 6” diameter steel main is capped approximately 66’ from the intersection of Anthony Street and Vandervoort Avenue. There are no other National Grid facilities in Vandervoort Avenue.

Porter Avenue

Existing Conditions:
National Grid has two service lines in Porter Avenue. A 12” diameter steel refinery gas line exists on the west side of Porter Avenue, approximately 4’-2” off the existing curb line and has been designated as “Retired”. This line extends from the existing Cherry Street south along Porter Avenue, past Anthony Street and outside the project limits.

On the east side of Porter Avenue, National Grid has an existing 6” diameter wrapped steel gas main which is located approximately 3’-0” off the existing curb line, and extends north until it is capped in the intersection of Porter Avenue and the existing Cherry Street. This service line connects to the line along Anthony Street. South of Anthony Street, along Porter Avenue there are two 3” diameter service feeds, one is for #493 Porter Avenue, and one for #516 Porter Avenue. On the north side of Anthony Street there are no service feeds.

Work to be performed by National Grid:
(Item 74) – National Grid shall be responsible for all work necessary to retire approximately 214’ of the existing 6” diameter steel gas main on the east side of Porter Avenue. The existing gas line will be cut and capped just north of the intersection of Porter Avenue and Anthony Street. This work is reimbursable to National Grid.
Varick Avenue

Existing Conditions:
National Grid has several gas mains located in Varick Avenue. There are 2-12” diameter high pressure fuel oil lines that belong to Buckeye Partners, LP. These items are not included under this agreement, but are mentioned for clarity.

National Grid’s utilities are located on the east side of Varick Avenue. For this project, this agreement will consider the utility segment between Anthony Street and Cherry Street. For the narrative for this section, the descriptions will go from west to east.

There is a 12” diameter wrap welded steel pipe connected to a 6” steel pipe just south of Anthony Street. This 12” diameter line continues north along Varick Avenue until the intersection with the existing Cherry Street.

There is a retired 12” diameter steel LP pipe which enters the project limits from the south along Varick Avenue and apparently is capped off in Varick Avenue between Anthony Street and Cherry Street.

There is a 16” diameter, 60 psi steel gas main located under the sidewalk along Varick Avenue. This main enters the project limit from the south and continues past Anthony Street. Between Anthony Street and Cherry Street, the gas main bends to the west and continues to Cherry Street. In Cherry Street, this 16” diameter main joins the 12” diameter, 60 psi main in Cherry Street and continues east along Cherry Street.

North of Cherry Street, along Varick Avenue there is a 12” diameter steel LP main (Former Ref. Line) which continues from Cherry Street, past Thomas Street and out of the project limits. This main has an approximate cover of 2’-2”. According to National Grid’s utility plate no. 12A-50, there is one 4” diameter service feed servicing #556 Varick Avenue.

In the area of Cherry Street and Varick Avenue intersection, there is a pressure distribution network, identified as Governor 131. This Governor will be decommissioned under this agreement. This system/network consist of a series of valves and connections. The decommissioning process is further described in more detail on page 1 of this agreement. National Grid and the Design Build Contractor will coordinate any further requirements that may arise during construction. For reference, please refer to National Grid’s drawing 12A-65.

Work to be performed by National Grid:
(Item 42) - At the intersection of westbound Meeker Avenue/Varick Avenue, National Grid’s forces will be responsible for all work necessary to retire approximately 80’ of 6” ST LP gas main. This work will be reimbursable to National Grid.

(Item 43) - Near the intersection of Varick Avenue and westbound Meeker Avenue, National Grid shall be responsible for all work associated with retiring approximately 421’ of 6” diameter CI LP gas main heading west along Meeker Avenue until the intersection with Van Dam Street. This work will be reimbursable to National Grid.

(Item 67) - Near the intersection of Varick Avenue and Thomas Street, National Grid shall be responsible for all work necessary to retire approximately 587’ of 12” diameter ST LP gas main. This main continues from this intersection and continues north just past the intersection of westbound Meeker Avenue/Varick Ave. This work is reimbursable to National Grid.

(Item 68) - Just south of the intersection of Varick Avenue and Cherry Street, National Grid shall be responsible for all work necessary to retire approximately 50’ of 12” diameter steel pipe. This work is reimbursable to National Grid.
(Item 69) - Located in the same intersection, National Grid shall be responsible for all work necessary to retire approximately 145’ of 8” diameter 60PSI ST pipe. This work is reimbursable to National Grid.

(Item 70) - Near the intersection of Anthony Street and Varick Avenue to the intersection of Cherry Street and Varick Avenue, National Grid shall be responsible for all work necessary to retire approximately 331’ of 16” diameter, 60PSI ST gas main located on the east side of Varick Avenue. This work is reimbursable to National Grid.

(Items 72, 71A, 71B) - National Grid’s forces will be responsible for all work necessary to retire approximately 196’ of 6” diameter ST gas main from the intersection of Lombardy Street/Varick Avenue, north to the intersection with Anthony Street. From this point, National Grid’s forces will be responsible for retiring an additional 288’ of 12” diameter ST gas main. This main will be retired up to the intersection at Cherry Street and Varick Avenue as well as an additional 37’ of 12” ST gas main just south of Anthony Street along Varick Avenue.

(Item 75) - At the intersection of Cherry Street and Varick Avenue, National Grid shall be responsible for all work necessary to retire approximately 18’ of 12” diameter ST gas main. This work will be reimbursable to National Grid.

Work constructed by the New York State Design Build Contractor

(Item 57) - The Design Build Contractor shall be responsible for all trenching/excavating utility trenches and site restoration work for National Grid’s forces to install approximately 588’ of 8” diameter PE LP gas main in westbound Meeker Avenue from the limits of Varick Street/westbound Meeker Avenue to just west of Van Dam Street. National Grid will provide all inspection services during this phase of work. This work will be reimbursable to National Grid.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Varick Avenue. National Grid will require a minimum of 29 days to complete the associated gas main reconstruction utility work for Item 57 near the intersection of Varick Avenue and westbound Meeker Avenue.

(Item 73A) - From the end of the line for (73B), the Design Build Contractor will be responsible for trenching/excavating utility trenches and site restoration work for National Grid’s forces to install 120’ of 12” 60 PSI PE gas main to the intersection of the proposed Cherry Street and Varick Avenue. National Grid will provide all inspection services during this phase of work. This new main will be placed in Varick Avenue. This work is reimbursable to National Grid.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Varick Avenue. National Grid will require a minimum of 16 days to complete the associated gas main reconstruction utility work for Item 73A in Varick Avenue.

(Item 73B) – National Grid will be responsible for trenching/excavating utility trenches and site restoration work for their forces to install 75’ of 12” 60 PSI ST gas main, located in Varick Avenue from just south of the intersection of Anthony Street and Varick Avenue to the intersection of the proposed Cherry Street. National Grid will provide inspection services for all phases of this work. This work is reimbursable to National Grid.

National Grid anticipates it will require a minimum of 8 days to complete the associated gas main reconstruction utility work for Item 73B in Varick Avenue south of Anthony Street.

Work to be performed by National Grid:

(Item 38) - At the intersection of Varick Avenue and Lombardy Street, National Grid’s forces shall be responsible for all work associated with retiring approximately 181’ of 6” diameter CI pipe from the intersection heading east along Lombardy Street. This work will be reimbursable to National Grid.
Stewart Avenue

Existing Conditions:
National Grid has several gas utilities located in Stewart Avenue. Between Anthony Street and Cherry Street, National Grid has a 4” diameter gas main located on the east side of the roadway, and approximately 15'-0" off the building line. This line extends down just south of the intersection with Anthony Street, and provides a service connection to #211 Lombardy Street. In the north direction, this line terminates at is junction with the existing 12” diameter, 60 psi wrapped steel pipe in Cherry Street.

(Item 62) – National Grid shall be responsible for cutting and capping the line in the intersection of Anthony Street and Stewart Avenue, as well as retiring 295’ of the 4” diameter 60 PSI PE pipe. This work will be reimbursable to National Grid.

Between Cherry Street and Thomas Street, National Grid has a 12” diameter 60 psi wrapped, welded steel gas main along the west curb line which continues along Stewart Avenue from Cherry Street to out of the project limits. This main is approximately 3'-6” off the curb line.

Near the intersection of Thomas Street and Stewart Avenue, there is a 2” diameter retired main, just west of the existing 12” diameter gas main. There is one service connection off the 12” diameter main, just north of Thomas Street. This service connection is a 2” diameter connection to #551 Stewart Avenue.

Work to be performed by National Grid:
(Item 33) - National Grid will retire 35’ of 6” diameter PE pipe under this project. This segment of pipe is located west of the intersection of Gardner Avenue and Lombardy Street. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work is reimbursable to National Grid.

(Item 34) - National Grid will be responsible for this work which will consist of retiring 378’ of 6” CI pipe on the south side of Lombardy Street. This work will be from the intersection of Stewart Avenue and Lombardy Street heading east.

(Items 35 & 36) - From the same intersection, heading west, National Grid’s forces will retire 50’ of 6” PE pipe, as well as 168’ of 6” CI pipe.

(Item 37) - Near the intersection of Varick Avenue and Lombardy Street, National Grid’s forces will retire 45’ of 6” diameter ST gas main. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. All the work associated with Lombardy Street, in this area will be reimbursable to National Grid.

(Item 39) - National Grid shall be responsible for installing approximately 1222’ of 4” 60 PSI PE pipe on the south side of Lombardy Street. This new pipe network will begin near the intersection of Lombardy Street and Varick Avenue and will continue east until it’s capped near Scott Avenue. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work will be reimbursable to National Grid.

National Grid anticipates it will require a minimum of 59 days to complete the associated gas main reconstruction utility work for Item 39 in Lombardy Street.

(Item 60A) - There is a 6” diameter wrapped, steel main which is serviced by a gas main further north, out of the project limits, along Stewart Avenue which runs along the east side of Stewart Avenue, approximately 6'-0’ off the existing curb line. This main will be removed from the area between the NYSDOT Project Limits (identified under callout 60B) and the capped section just south of Thomas
Street. Under this project, National Grid will be responsible for all work necessary to retire 140'-0" of this existing 6" diameter steel LP line. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. The cost of this work will be reimbursable to National Grid.

(Item 63A & 63B) - National Grid’s forces will be responsible for installing approximately 30’ of 4” diameter 60 PSI PE gas main in the Stewart Avenue, just south of Anthony Street, and they will be responsible for installation of 218’ of 4” diameter, 60 PSI PE pipe from the intersection of Lombardy Street and Stewart Avenue along the north side of Stewart Avenue to the intersection of Anthony Street and Stewart Avenue. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work will be reimbursable to National Grid.

Lombardy Street is out of the K Bridge’s project limits. However, National Grid’s forces will perform gas main relocation work in this roadway, specifically in the vicinity of Stewart Avenue and Gardner Avenue. Since National Grid is performing this work, the agreement includes the anticipated duration for National Grid’s forces to perform the gas main installation. National Grid anticipates it will require a minimum of 9 days to complete the associated gas main reconstruction utility work for Item 63B in Stewart Avenue.

Since National Grid is performing this work, the agreement includes the anticipated duration for National Grid’s forces to perform the gas main installation. National Grid anticipates it will require a minimum of 1 day to complete the associated gas main reconstruction utility work for Item 63A in Stewart Avenue.

(Item 61) – National Grid shall be responsible for all work necessary to retire 176'-0" of this 12” diameter 60 PSI Steel system from Cherry Street to Thomas Street. The cost of retirement will be reimbursable to National Grid.

(Item 77) - The Design Build Contractor will be responsible for all necessary trenching/excavation utility excavation as well as site restoration after the National Grid forces install a new 510’ of 12” 60 PSI steel pipe from the intersection of proposed Cherry Street and Stewart Avenue, heading north in Stewart Avenue, to a point just south of Thomas Street. At this point, the gas main will go west slightly then under the proposed west curb in Stewart Avenue, and continue to a point just north of the intersection of Thomas Street and Stewart Avenue. National Grid will provide inspection services for all phases of this work.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Stewart Avenue. National Grid will require a minimum of 46 days to complete the associated gas main reconstruction utility work for Item 77 in Stewart Avenue.

Gardner Avenue

Existing Conditions
In Gardner Avenue, National Grid has three gas utilities. The first main is a 12” diameter, 60 psi wrapped, welded steel main. This main is on the west side of Gardner Avenue and is located approximately 3'-6” off the existing curb line. This main connects to the existing 12” diameter, 60 psi gas main located in Cherry Street.

Work constructed by National Grid.
(Item 27) - National Grid will be responsible for all work necessary to retire approximately 505’ of the existing 12” diameter, 60 PSI gas main from the intersection of Gardner Avenue heading east along Thomas Street. This work is reimbursable to National Grid.

(Item 26) - The second utility along Gardner Avenue is located on the east side of Gardner Avenue and consists of a 6” steel main located approximately 3'-0” off the existing curb line. This gas line continues
along Gardner Avenue, past the intersections with Cherry Street and Thomas Street. There is one service feed from this line, south of Cherry Street. This line consists of a 4" service line to #518 Gardner Avenue. National Grid shall be responsible for all work necessary to retire 434’ of this 6” diameter steel line in Thomas Street. This work is reimbursable to National Grid.

The final gas utility is a retired 2” diameter wrought iron service line. This line is located just east of the 6” diameter steel line described above. This line is capped south of Anthony Street, however, it continues north past Thomas Street and out of the project limits.

Work to be performed by National Grid:

(Items 21 & 22) - At the intersection of Meeker Avenue and Gardner Avenue, National Grid forces will be responsible for retiring 70’ of 6” diameter PE LP gas line. They will also retire 155’ of 6” diameter CI LP pipe on the east side of Gardner Avenue, between Meeker Avenue and Townsend Street. This work will be reimbursable to National Grid.

(Item 23) - On the east side of Gardner Avenue, National Grid will retire 268’ of 4” diameter steel LP gas line. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work will be reimbursable to National Grid.

(Item 24A) - From the intersection of Thomas Street and Gardner Avenue, south, to the intersection of Gardner Avenue and Cherry Street, National Grid’s forces will be responsible for retiring 370’ of 6” diameter steel LP pipe. This work is reimbursable to National Grid.

(Item 24B) - From the intersection of Townsend Street and Gardner Avenue, south, to the intersection of Gardner Avenue/Lombardy Street, National Grid’s forces will be responsible for retiring 639’ of 6” diameter steel LP pipe. This work is reimbursable to National Grid.

(Item 25) - National Grid will be responsible for installing 200’ of 2” 60 PSI PE gas line from the intersection of westbound Meeker Avenue and Gardner Avenue south along Gardner Avenue in the west sidewalk area. This work is reimbursable to National Grid.

National Grid will require a minimum of 11 days to complete the associated gas main reconstruction utility work for Item 25 in Gardner Avenue.

(Item 29) - National Grid will retire approximately 244’ of 12” 60 PSI steel pipe from the vicinity of Thomas Street south to Cherry Street, along Gardner Avenue. This work is reimbursable to National Grid.

(Item 30A) - National Grid will install 336’ of 4”, 60 psi PE pipe in Gardner Avenue from the intersection of Thomas Street south to the south side of Cherry Street. The Design Build Contractor will be responsible for the excavation work, and site restoration work between Thomas Street and the existing Cherry Street.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Gardner Avenue. National Grid will require a minimum of 14 days to complete the associated gas main reconstruction utility work for Item 30A in Gardner Avenue.

(Item 30B) - The gas main installation south of Cherry Street to Lombardy Street will be the responsibility of National Grid. This work will include the installation of 497’ of 4” 60 PSI PE pipe. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This new line will be installed on the east side of the Gardner Avenue. This work is reimbursable to National Grid.

National Grid anticipates it will require a minimum of 14 days to complete the associated gas main reconstruction utility work for Item 30B in Gardner Avenue.
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(Item 31) - National Grid will retire approximately 303’ of 4” diameter PE pipe near the intersection of Gardner Avenue and Lombardy Street. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work is reimbursable to National Grid.

(Item 32) - At the intersection of Gardner Avenue and Lombardy Street, National Grid will be responsible for retiring 105’ of 6” CI pipe in the west direction along Lombardy Street. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. This work is reimbursable to National Grid.

Townsend Street

Existing Conditions:
In Townsend Street, National Grid has one gas utilities. The existing main consists of a 6” diameter wrapped steel main which is serviced from Scott Avenue. There are two existing services off this main which include Service to #65 and Building #497 Townsend.

(Item 17) - In the intersection of Townsend Street/Scott Avenue, National Grid shall be responsible for all trenching/excavation work as well as site restoration work, for their forces to install 215’ of 2” diameter 60 PSI PE pipe. This pipe will be constructed in the south side of Townsend Street, and will join the newly constructed 4” 60 PSI PE pipe in Scott Avenue. This work shall be performed in advance of the Kosciuszko Bridge Project. This work is reimbursable to National Grid.

National Grid anticipates it will require a minimum of 9 days to complete the associated gas main reconstruction utility work for Item 17 in Townsend Street.

Scott Avenue

Existing Conditions:
In Scott Avenue, National Grid has three gas utilities. The first main is a 6” diameter, 60 psi wrapped, welded steel main that is on the east side of Scott Avenue and approximately 3’-0” from the proposed curb line. This 6” diameter main ends in the intersection area of Cherry Street and Scott Avenue, and only serves as a service connection point to #470 Cherry Street. At the intersection of Thomas Street, the cover on this line becomes approximately 6’-0” deep and connects with the 12” diameter, 60 psi main along Thomas Street.

Work to be performed by National Grid:
(Item 16) - In the intersection of Townsend Street/Scott Avenue, National Grid’s forces will retire approximately 142’ of 6” ST LP gas main. This work shall be performed in advance of the Kosciuszko Bridge Project, and shall be completed by September 2013. The section of main which will be retired is from the intersection, west along Townsend Street. This work is reimbursable to National Grid.

(Item 18) - At the intersection of Thomas Street and Scott Avenue, there is a 6” diameter wrapped, welded steel main on the west side of Scott Avenue. This main is serviced from the west along Thomas Street, via a 6” diameter wrapped steel gas main. This line continues north, until Townsend Street, where it is capped approximately 19’-0” from the intersection of Townsend and Scott Avenue. National Grid’s forces will be responsible for retiring approximately 325’ of this 6” diameter ST LP gas line under this project. This work shall be performed in advance of the Kosciuszko Bridge Project. The cost associated with this work is reimbursable to National Grid.

(Item 19B) - The final service line is a 6” diameter, 60 psi wrapped, welded steel main, which starts at the intersection of Townsend Street and Scott Avenue, and continues north until just north of Townsend Street. There is one (1) retired - 4” diameter, 60 psi service connection from this line. This line is located approximately 16’-0” off the existing building fascia line on the east side of Scott Avenue. According to National Grid plate 12A-49A, this line is retired. National Grid’s forces will be responsible for retiring approximately 194’ of this 6” diameter 60 PSI ST gas main under this project. The cost associated with this work is reimbursable to National Grid.
(Item 19A) - The above service line continues past the intersection of Thomas Street and Scott Avenue, and continues south until just north of Cherry Street. National Grid’s forces will be responsible for retiring approximately 296’ of this 6” diameter 60 PSI ST gas main under this project. The cost associated with this work is reimbursable to National Grid.

(Item 20A) – The Design Build Contractor shall be responsible for all trenching/excavation work as well as the site restoration work for National Grid’s forces to install approximately 286’ of 4” diameter 60 PSI PE gas line on the east side of Scott Avenue from the intersections of Cherry Street/Scott Avenue heading north to the intersection of Thomas Street and Scott Avenue. This work is reimbursable to National Grid.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Scott Avenue. National Grid will require a minimum of 12 days to complete the associated gas main reconstruction utility work for Item 20A in Scott Avenue.

(Item 20B) – National Grid shall be responsible for all trenching/excavation work, site restoration work for National Grid’s forces to install approximately 197’ of 4” diameter 60 PSI PE gas line on the east side of Scott Avenue from the intersections of Thomas Street/Scott Avenue heading north to the intersection of Townsend Street and Scott Avenue, at this point this line will be capped. This work is reimbursable to National Grid.

National Grid will require a minimum of 10 days to complete the associated gas main reconstruction utility work for Item 20B in Scott Avenue.

**Thomas Street**

*Existing Conditions:*
Thomas Street runs from Varick Street heading east to Newtown Creek. Some reconstruction work will take place on Thomas Street between Stewart Avenue and Gardner Avenue which may affect any existing gas services which are described below:

National Grid does not have any facilities in Thomas Street between Varick Avenue and Stewart Avenue. There are no facilities located between Stewart Avenue and Gardner Avenue as well. Between Gardner and Stewart Avenue, National Grid has a 12” diameter, 60 psi wrapped, welded steel gas main on the south side of Thomas Street, approximately 18 feet from the existing building line. This line is serviced from Gardner Avenue from the south and eventually gets capped just east of Scott Avenue. There is an existing 4” diameter service feed from this line which services #500 Thomas Street.

There is also a 6” diameter wrapped steel gas main on the south side of Thomas Street between Gardner and Scott Avenues. The line is approximately 16 feet from the existing building line. This line is capped at the intersection of Gardner Avenue and Thomas Street and continues east until the intersection of Thomas Avenue and Scott Avenue. In Scott Avenue, the line heads to the north and out of the project limits. There is a 2” diameter service feed, located just west of Scott Avenue from this service line.

*Work to be performed by the New York State Design Build Contractor*

(Item 28) - The Design Build Contractor shall be responsible for all trenching/excavating utility trenches and site restoration work for National Grid’s forces to install approximately 457’ of 4” 60 PSI PE gas main from the intersection of Gardner Avenue east to Scott Avenue. National Grid will be responsible for all gas main installations, as well as inspection services for this phase of work.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Thomas Street. National Grid will require a minimum of 15 days to complete the associated gas main reconstruction utility work for Item 28 in Thomas Street.
Cherry Street

Existing Conditions:
Nation Grid has two (2) gas mains which run along Cherry Street. Prior to Vandervoort Avenue the gas mains were described under the eastbound Meeker Avenue description. This section will describe the Nation Grid’s utilities from the intersection of Vandervoort Avenue going east.

The 12” diameter, 15 psi wrapped, welded steel gas main continues from the west, through the intersection of Vandervoort and Cherry Street. This line is approximately 6’-8” from the existing curb line along Cherry Street, once this main reaches Porter Avenue it bends and is located approximately 3’-0” from the north curb line. This line continues until Varick Avenue in along the north curb line and connects with a network of mains in Varick Avenue.

Work to be performed by National Grid:
(Item 64) - In the intersection of Cherry Street and Gardner Avenue, National Grid has an existing 12” diameter steel main. Under this contract, National Grid will be responsible for all work necessary to retire approximately 27’ of this utility.

(Item 65) - Past the intersection of Varick and Cherry Street, there is a 12” diameter 60 psi steel gas main located approximately 2’-6” off the existing curb line. This main continues along Cherry Street past Stewart Avenue and terminates at the intersection of Gardner Avenue and Cherry Street. Under this project, National Grid will be responsible for all work necessary to retire approximately 955’ of this existing 12” diameter, 60 PSI steel main which is east and west of Stewart Avenue. This retirement also includes a section of the 12” 60 PSI ST line from the intersection of Cherry Street and Gardner Avenue under this project.

Just above the noted 12” diameter gas main, there is a 2” retired gas pipe that extends from approximately just west of Gardner Avenue, past the intersection of Gardner Avenue and Cherry Street and out of the project limits. No work is anticipated for this utility.

(Item 66) - In the intersection of Cherry Street and Stewart Avenue, there is an existing 6” diameter, 60 PSI steel gas main. National Grid will be responsible for all work necessary to retire approximately 14’ of this main. This work is reimbursable to National Grid.

(Item 76) - The Design Build Contractor shall be responsible for all work associated with trenching/excavation of the utility trench for National Grid’s forces to install approximately 460’ of 12” diameter 60 PSI steel gas main from the intersection of Varick Avenue, east to the intersection with Cherry Street and Stewart Avenue. National Grid will provide inspection services for all phases of this work. This work is reimbursable to National Grid.

The Design Build Contractor shall notify National Grid a minimum of 5 working days prior to completion of the excavation/trenching work in Cherry Street. National Grid will require a minimum of 38 days to complete the associated gas main reconstruction utility work for Item 76 in Cherry Street.

Queens

43rd Street (Hobson Avenue)

Existing Conditions:
National Grid has an existing 8” diameter cast iron, black steel service main located approximately 5’-0” off the west curb line of 43rd Street. This main has an approximate cover of 3’-0”. The gas main is serviced from 54th Avenue. The main runs in a south direction along 43rd Street until its intersection with 54th Road (Waters Ave.). At this location, the main becomes a 6” diameter cast iron, black steel pipe, with an approximate cover of 3’-4”. This arrangement continues south, past 54th Drive (Gold Place /Joy Ave), 55th Ave, until 56th Road. The gas main continues south out of the project limit.
Work to be performed by National Grid:

(Item 1) - National Grid's forces will be responsible for retiring 60' of 8" diameter steel main in the intersection of 54th Avenue, and 43rd Street. There is no cost to the Department for this work.

(Item 2) - National Grid's forces will retire 13' of 8" diameter PE pipe in the intersection of 54th Avenue and 43rd Street. There is no cost to the Department for this work.

(Item 3) - National Grid's forces will be responsible for retiring 230' of 8" diameter cast iron pipe from 54th Avenue/43rd Street to 54th Road (Waters Avenue). This retirement will be at no cost to the Department.

(Item 5) - National Grid's forces will be responsible for retiring 765' of 6" diameter cast iron pipe from the intersection of 54th Road (Waters Ave,) to the intersection of 55th Road (Prospect Pl.). This retirement will be at no cost to the Department.

(Item 6) - At the intersection of 55th Road (Prospect Pl.) to 56th Drive (Rust Street), National Grid's forces will be responsible for retiring 505' of 6" diameter steel pipe. This retirement will be at no cost to the Department.

(Item 8) - National Grid will install new gas service in 43rd Street. The new service will be located on the east side of 43rd Street and will consist of the following: National Grid's forces will be responsible for installing 545', 4" diameter 15 psi PE pipe from the intersection of 54th Avenue and 43rd Street to just south of 54th Drive (Gold Place/Joy Ave.). At this point, the new service line will tie into the existing 6" diameter line. The cost of this work will be borne by National Grid.

National Grid will require a minimum of 49 days to complete the associated gas main reconstruction utility work for Item 8 in 43rd Street.

56th Road

Existing Conditions:
In the intersection of 56th Road and Laurel Hill Boulevard, National Grid has a 6" diameter plastic gas main which is installed approximately 9'-0" from the existing curb line. This system changes over to a 6" diameter wrap, welded steel gas main in the north shoulder of 56th Road and continues down until it intersects with 43rd Street.

Approximately 32' from the south fence line on 56th Road, in the roadway, there is a retired 6" diameter black steel gas main. This line appears to terminate at approximately the location of service connection for 42-02 56th Road.

There is also an additional 6" diameter cast iron, black steel gas main between the two mains mentioned above. This line is also retired and terminates in the same area as above.

There is an assumed 6" diameter wrap, welded steel feed at the intersection of 56th Road and 43rd Street, near the southwest corner of the roadway. This line services a connection on the north side of 56th Road. This area is out of the project limits and will not be affected.

Work to be performed by National Grid:

(Item 11) - National Grid’s force’s will be responsible for all work necessary to retire approximately 470’ of 6” diameter ST gas main on the north side of 56th Road, from the intersection of 56th Road/43rd Street. This work is reimbursable to National Grid.

(Item 12 &13) - National Grid’s forces will retire approximately 220’ of 6” diameter PE pipe along the north side of 56th Road just east of the intersection of 56th Road/Laurel Hill Boulevard. Once at the intersection, National Grid’s forces will retire an additional 335’ of 6” diameter PE pipe along Laurel Hill Boulevard. This work is reimbursable to National Grid.
(Item 14) - National Grid’s forces will be responsible for all work necessary to install new gas main service in the south side of 56th Road from the intersection of 43rd Street/56th Road west just past the intersection of Laurel Hill Boulevard and 56th Road. This new system will consist of installation of approximately 715’ of 4” diameter 15 psi PE pipe. This work is reimbursable to National Grid.

National Grid will require a minimum of 30 days to complete the associated gas main reconstruction utility work for Item 14 in 56th Road.

55th Avenue

Existing Conditions:
National Grid has an existing 6” diameter wrapped, welded steel gas main which is serviced from 43rd Street. The gas main is located on the south side of the roadway and approximately 5’-0” from the curb line. The gas main is capped in 55th Avenue and has one service connection to #42-20, 55th Avenue.

Work to be performed by National Grid:
(Item 10) - National Grid’s forces shall be responsible for all work necessary to retire 145’-0” of the existing 6” diameter steel pipe from the intersection of 55th Avenue and 43rd Street. This work is to be performed at no cost to the Department.

54th Drive

Work to be performed by National Grid:
(Item 7) - In the intersection of 54th Drive and 43rd Street, National Grid has an existing 6” diameter steel gas line. National Grid’s forces shall be responsible for all work necessary to retire, 52’ of this existing 6” diameter line. This work will be performed at no cost to the Department.

(Item 9) - National Grid has an existing 2” diameter steel gas main along the north side of 54th Drive. The main is located approximately 3’-0” from the existing curb line. National Grid’s forces will be responsible for all work necessary to retire the existing 110’ of the 2” diameter line heading west along 54th Drive. This work will be performed at no cost to the Department.

54th Road

Work to be performed by National Grid:
(Item 4) - National Grid does not have any facilities west of 43rd Street in this location. Under National Grid’s proposed gas work, they will be responsible for retiring a 50’-0” section of the 4” CI gas main from the intersection of 54th Road and 43rd Street, east of 43rd Street. This does not affect the K Bridge project. This work will be performed at no cost to the Department.

54th Avenue

National Grid does have facilities located in the intersection of 54th Avenue and 43rd Street.

However, the scope of this project will not affect these services. National Grid anticipates retiring some mains in this area. The scope of work has been described under the section for 43rd Street.

Laurel Hill Boulevard

National Grid has an existing 6” diameter black steel, cast iron gas main running along the south side of Laurel Hill Boulevard. The main has an approximate cover of 3’-6” and is currently called out as retired. No additional information exists for this main.
Work to be performed by National Grid:

(Item 15) - National Grid’s forces will be responsible for all the work necessary to install approximately 300’ of 4” diameter, 15 PSI PE pipe from the intersection of Laurel Hill Boulevard and 56th Road heading west along Laurel Hill Boulevard. This work is reimbursable to National Grid.

National Grid will require a minimum of 9 days to complete the associated gas main reconstruction utility work for Item 15 in Laurel Hill Boulevard.
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:

Reimbursed under Highway Law 10-24-b as an interstate project

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
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. (For utility installation, retirement and inspection)

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 the amount of $____________ to cover the cost of the betterment as described above.

☐ 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)


☒ Contract documents:  
Contract number D900011  
PIN X731.24  
Plan sheets Nos. UTN-1, UTP-01 through UTP-24


☐ 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.

Mr. Robert A. DeMarinis - National Grid                      Vice President Gas Operations - NY
(Print/Type Name) Owner or Agent (Signature) Title             Date

Utilities Engineer

For NYSDOT Commissioner of Transportation  Title  Date
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## Proposed Gas Relocation Scope of Work

(REIMBURSABLE & NON-REIMBURSABLE) FOR BROOKLYN & QUEENS

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Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

Site Plan
Brooklyn

Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
7-80

Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
12-17

Replacement of the Kosciuszko Bridge over Newtown Creek,
County: Kings and Queens

ID-12-17
SHT 5 OF 36

Proposed Gas Relocation Scope of Work
(Reimbursable & Non Reimbursable),
for Brooklyn & Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

RET 470'-0"~6" ST REIMBURSABLE

INST 715'-0"~4" 15 PSI PE REIMBURSABLE

nationalgrid
Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

ID-12-16
SHT 6 OF 36
12-15

Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
12-13

Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciusko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

Proposed Gas Relocation Scope of Work (Reimbursable & Non Reimbursable), for Brooklyn & Queens

ID-12-9A
SHT 10 OF 36
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
RET 296' ~ 6" 60 PSI ST REIMBURSABLE

INST 286' ~ 4" 60 PSI PE REIMBURSABLE

12A-30

Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
12A-49

Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens

ID-12A-67
SHT 17 OF 36
Replacement of the Kosciuszko Bridge over Newtown Creek,
County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek,
County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
12A-88

Replacement of the Kosciuszko Bridge over Newtown Creek,
County: Kings and Queens

Proposed Gas Relocation Scope of Work
(Reimbursable & Non Reimbursable),
for Brooklyn & Queens

ID-12A-88
SHT 26 OF 36
12A-50

Replacement of the Kosciuszko Bridge over Newtown Creek,
County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek,
County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Replacement of the Kosciuszko Bridge over Newtown Creek, County: Kings and Queens
Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

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<th>Project Identification No.: X731.24</th>
<th>F.A. Project No.:</th>
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<td>Parcel Nos.:</td>
<td>County of: Kings and Queens</td>
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<td>Contract No.: D900011</td>
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</table>

necessitates the adjustment of utility facilities as hereinafter described, the owner, New York City Department of Environmental Protection, 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, in compliance with the attached Special Note “Coordination with the Utility Schedule, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

### Existing Facilities

The existing New York City Department of Environmental Protection sewer facilities and associated appurtenances are to be abandoned, removed or replaced by the above described project and are presently located in Brooklyn and Queens New York within the reconstruction limits of the Kosciuszko Bridge Replacement project. The project is located within the New York State Right of Way as shown on the plans for the proposed transportation project and will be adjusted as follows for $0.00 to NYCDEP.

As part of this reconstruction project, the affected existing and proposed NYCDEP sewers will be video inspected by the NYSDOT Design Build Contractor to determine pre-existing and post construction for both existing and proposed pipes 12” and larger.

The Design Build Contractor shall be responsible for cleaning all existing catch basins, & manholes which are to remain within the project limits.

All proposed work described below is to be performed by the State’s Design Build Contractor. The NYCDEP will provide inspection services for all phases of the anticipated sewer construction.

### Brooklyn

#### Eastbound Meeker Avenue

In eastbound Meeker Avenue, NYCDEP has an existing 18” diameter sewer main which flows east until Sutton Street, at that intersection the existing sewer crosses Meeker Avenue via an 18” diameter line and out of the project limit. There is also an existing 12” diameter VCP sewer main, which starts just west of Vandervoort Avenue and flows west toward Sutton Street. This line transitions into an 18” diameter ESVP sewer east of Lombardy Street.

Near the intersection of eastbound Meeker Avenue and Vandervoort Avenue there is an existing 12” diameter VCP sewer which flows south to an existing 12” diameter system in Vandervoort Avenue.
Under this bridge replacement project, the existing 12" diameter VCP combined sewer from west of Vandervort Avenue, and the transitional section including the 12" diameter to 18" diameter sewer just past Morgan Avenue will be replaced under this project. The existing sewer system will be abandoned in place. The proposed sewer system from Sutton Street going east will consist of 18" RCP, Class III, from manhole 296K, to manhole no. 1 west of Morgan Avenue. From manhole no. 1 to manhole no. 3, the 18" diameter system will be constructed on piles just east of Morgan Avenue. On the east side of Morgan Avenue, from manhole no. 3, the Design Build Contractor shall be responsible for installing a new 15" RCP pipe on a concrete cradle system and shall also provide a concrete encasement until just west of Vandervoort Avenue to manhole no.7. From manhole no. 7 to manhole no. 6 the Design Build Contractor shall install a 15" RCP pipe.

There will be several catch basin connections along this noted segment. However, they are not discussed under this agreement.

In the intersection of Vandervoort Avenue and eastbound Meeker Avenue, the Design Build Contractor shall install a section of 15" diameter RCP, Class III on concrete cradle from manhole no. 82 to manhole no. 85a, at the intersection of Anthony Street and Vandervoort Avenue to the intersection with eastbound Meeker Avenue.

The Design Build Contractor shall install a 12" diameter DIP from manhole 9, to manhole no.80. From this manhole, he shall install a new 15" diameter RCP, Class III pipe from manhole no. 80 to manhole no. 10, located on the east side of Vandervoort Avenue.

From manhole no. 10, the Design Build Contractor shall install an 18" diameter RCP, Class III pipe until new manhole no. 11 located in the realigned Cherry Street / divergence from eastbound Meeker Avenue.

**Westbound Meeker Avenue**

In westbound Meeker Avenue, NYCDEP has an existing network of existing sewers. Due to the complexity of the system, it will be described using intersections as reference.

From the intersection of westbound Meeker Avenue and Kingsland Avenue, there is an existing 12" diameter combined sewer with originates at Manhole 287K at the intersection of Sutton Street and westbound Meeker Avenue and flows toward Kingsland Avenue.

From the intersection of Sutton Street to Morgan Avenue there is an existing 12" diameter combined sewer overflow which originates at Manhole M287K and flows toward Morgan Avenue.

From the intersection of Driggs Avenue and westbound Meeker Avenue to the intersection of Van Dam Street and westbound Meeker there is an existing 12" combined sewer which starts at Manhole M112K and flows through Manholes M152K, M088K, M175K to M182K. At Manhole M182K, the system transitions to a 15" diameter sewer and flows to Manhole M150K at the intersection of Driggs Avenue and westbound Meeker Avenue. There is additional existing drainage structure at the intersection of Varick Avenue and westbound Meeker Avenue, but this system is out of the project limits.

As a result of street realignment near the intersection of westbound Meeker Avenue, and Van Dam Street there will be a new catch basin connection on Van Dam Street.

**Sutton Street**

NYCDEP has an existing 18" diameter VCP combined sewer main located in Sutton Street. This system begins in eastbound Meeker Avenue and crosses under the BQE and ties into Manhole M287K in westbound Meeker Avenue. This system continues north along Sutton Street and out of the project limits.
Morgan Avenue

At the intersection of Morgan Avenue and Driggs Avenue, NYCDEP has a complex sewer network. At this location there is a 15” emergency construction sewer that flows from westbound Meeker Avenue to Manhole M168K, and then from there, the sewer flows into Manhole M292K which at this connection the system turns into a 20” diameter combined sewer.

There is also a 12” combined sewer along westbound Meeker Avenue that flows from Manhole M289K to M244K then flows to M292K in Morgan Avenue, then out of the project limits.

There is a 15” diameter combined sewer connection in Morgan Avenue which flows from the south side of the BQE, under the BQE, and transitions to an 18” diameter system. This system flows to manhole M244K, then to manhole M292K and out of the project limits.

Hausman Street

In Hausman Street there is an existing 12” diameter ESVP sewer which flows south along Hausman, and flows into existing manhole M053K in westbound Meeker Avenue.

Under this bridge reconstruction project, the Design Build Contractor shall install a new catch basin connection at the intersection of Hausman Street and westbound Meeker Avenue due to curb realignment on westbound Meeker Avenue. This new 12” DIP connection will tie into the existing manhole M104K.

Apollo Street

In Apollo Street there is an existing 12” diameter VCP sewer which flows south along Apollo, and flows into existing manhole M182K in westbound Meeker Avenue.

Under this bridge reconstruction project, the Design Build Contractor shall install four (4) new catch basin connections at the intersection of Apollo Street and westbound Meeker Avenue due to curb realignment on westbound Meeker Avenue. Three (3) of these new 12” DIP connections will tie into a new manhole, manhole no. 1ME, in westbound Meeker Avenue, and one will connect to the existing 15” combined sewer.

Anthony Street

Anthony Street begins at the intersection of Morgan Avenue and Anthony Street. In Anthony Street, NYCDEP does not have a sewer network.

This is no anticipated sewer main work along Anthony Street under this bridge reconstruction project.

Vandervoort Avenue

NYCDEP has an existing 15” diameter combined sewer located in Vandervoort Avenue. This sewer main begins at Manhole M035K in eastbound Meeker Avenue as a 12” diameter combined sewer and then transitions to a 15” diameter sewer at Manhole M021K and continues along Vandervoort Avenue and out of the project limits.

Under this bridge reconstruction project a section of sewer in Vandervoort Avenue, specifically the 12” diameter sewer will be replaced by the Design Build Contractor with a new 15” RCP pipe, Class III, on concrete cradle, from manhole no. 82 to manhole no. 85, from eastbound Meeker Avenue to Anthony Street.
The Design Build Contractor shall also install two proposed catch basin connections at the divergence point of eastbound Meeker Avenue and the proposed Cherry Street which will connect to manhole no. 85, via 12" DIP, in Vandervoort Avenue.

**Porter Avenue**

NYCDEP has an existing 12" diameter VCP sewer starting at Manhole M128K in Porter Avenue. From here the Temporary connection and Plumber’s drain flows to Manhole M015K in eastbound Meeker Avenue.

Under this contract, this existing sewer system will be abandoned by the Design Build Contractor.

**Varick Avenue**

Varick Avenue does not have a NYCDEP sewer system within the project limits.

Under this bridge reconstruction project, the Design Build Contractor shall be responsible for all work necessary to install a new 18" diameter RCP, Class IV, pipe on piles from the intersection of Cherry Street and Varick Avenue, manhole no. 15, to proposed manhole no. 18.

The Design Build Contractor shall also install a proposed 24" diameter RCP, Class IV, pipe on piles from manhole no. 18 until proposed manhole no. 22. At manhole no. 22, the pipe transitions to a 30" diameter RCP, Class IV on piles, heading east until manhole no. 21. At manhole no. 21, the pipe turns south, as a 30" RCP, Class IV on piles and connects to the bridge drainage system at manhole no. 20. Manholes 18, 20, 21 and 22 will be constructed on piles.

At the intersection of proposed Cherry Street and Varick Ave, the Design Build Contractor shall install three catch basin connections which are located on the northwest, southwest, and southeast corners of the proposed roadway. These new connections will be via a 12" diameter DIP and will connect to proposed manhole no. 15.

**Stewart Avenue**

NYCDEP has an existing 12" diameter VCP sewer which begins at the intersection area of Thomas Street and Stewart Avenue. From manhole M002K, this system flows under the existing BQE and makes a connection at manhole M015K in Cherry Street, and then continues along Cherry Street to Gardner Avenue.

Since Thomas Street is going to be reconstructed, the Design Build Contractor shall install three (3) new catch basins and associated 12" DIP pipe connections in Thomas Street at the intersection of Stewart Avenue and Thomas Street. These new connections will connect to a proposed 15" RCP pipe on piles in Stewart Avenue which connects to the proposed NYSDOT Bridge Drainage system at manhole no. 104, which is on piles.

On the south side of Stewart Avenue, two new catch basins and associated pipe will connect to proposed manhole no. 103 on piles, at the intersection of Cherry Street and Stewart Avenue. These new catch basin connections will be via a 12" diameter DIP. From manhole no. 103, the Design Build Contractor shall construct a new 12" DIP Class 56 pipe on piles along Stewart Avenue and connect this new system into the bridge drainage system at manhole no. 104. Manhole nos. 103 and 104 will be constructed on piles.

**Gardner Avenue**

In Gardner Avenue, there is an existing 12" diameter clay pipe which flows from the intersection area of Thomas Street and Gardner Avenue, south to existing Manhole M016K.
Since Gardner Avenue will be reconstructed under this project, two new catch basins and associated 12” DIP connections will be constructed near the intersection of Gardner Avenue and Thomas Street and will connect to the proposed manhole no. 92. These new catch basins will connect to the proposed 12” diameter DIP, Class 56 on piles in Gardner Avenue via a new manhole no. 92, and this main will connect to new manhole no. 91. Manhole nos. 91 & 92 will be constructed on piles.

At the intersection of Gardner Avenue and the existing Cherry Street, a new manhole no. 88, on piles, will be installed. This new manhole will serve as a connection point for four (4) catch basin locations at this intersection. The Design Build Contractor shall be responsible for connecting this system to the proposed bridge drainage system via a 15” diameter RCP, Class III on piles, and will connect to the bridge drainage system at manhole manhole no. 91. Manhole 88 and 91 will be constructed on piles.

Scott Avenue

According to available records, Scott Avenue does not have any existing NYCDEP sewer facilities within the existing roadway.

Thomas Street

Thomas Street starts at the intersection of Thomas Street and Varick Avenue. Currently, there are no existing NYCDEP sewer mains along Thomas Street until Stewart Avenue. At Stewart Avenue, there is an existing 12” diameter VCP sewer which begins at the intersection of Thomas Street and Stewart Avenue. From Manhole M002K, this system flows under the existing BQE and makes a connection at Manhole M015K in Cherry Street, and then continues along Cherry Street to Gardner Avenue.

The proposed sewer work in the intersection of Stewart Avenue and Thomas Street was included under the narrative description for Stewart Avenue.

Cherry Street

NYCDEP has an existing 12” diameter RCP combined sewer from the intersection from Cherry Street and Stewart Avenue to the intersection of Gardner Avenue and Cherry Street.

Since Cherry Street will be realigned to the south, the existing sewer system will be relocated. The Design Build Contractor shall install a new drainage system in the new Cherry Street which will consist of a new 18” diameter RCP, Class IV pipe from manhole no. (11) east to manhole no. 12 located in Porter Avenue.

From manhole no. 12, the 18” diameter pipe will continue to manhole no. 14. The main from manhole no. 14 to manhole 15 shall be constructed on piles. Manhole number 15 will be constructed on piles.

At the intersection of Varick Avenue and Cherry Street, the 18” diameter Class IV pipe on piles stops at manhole no. (15). From this manhole, the drainage system turns north along Varick Avenue to manhole no. (18), at this location the pipe changes to a 24” RCP, Class IV on piles until manhole no. (22). At manhole no. (22), the proposed system turns east and increases to a 30” diameter RCP, Class IV on piles system, until manhole no. (21). At this location the proposed drainage turns south and ties into manhole no. (20). Manholes 15, 18, 20, 21 and 22 will be constructed on piles.

Queens

43rd Street (Hobson Avenue)

NYCDEP has an existing 45” diameter PRCP which flows from the intersection of 54th Avenue and 43rd Street to the intersection of 56th Road and 43rd Street. At this intersection, the system flows into an
existing chamber, S003Q, and then from the chamber the drainage flows into an existing 66” diameter PRCP into Newtown Creek.

There is no anticipated sewer work under this project in 43rd Street

56th Road

In 56th Road, NYCDEP has an existing 24” diameter RCP sewer which flows from the intersection of 56th Road and Laurel Hill Boulevard south to the intersection of 56th Road and 43rd Street. Within 56th Road, the 24” diameter pipe transitions to a 30” diameter pipe and continue south to the intersection with 43rd Street.

There is also a 12” diameter ESVP sewer pipe which flows along Laurel Hill Boulevard, then south along 56th Road and flows into the chamber at the intersection of 43rd Street and Laurel Hill Boulevard.

There is no anticipated sewer work under this project in 56th Road.

55th Avenue

There is an existing 12” diameter ESVP sewer pipe which flows east into the exiting 45” diameter PRCP sewer in 43rd Street.

There is no anticipated sewer work under this project in 55th Avenue.

54th Drive

NYCDEP does not have an existing sewer system in 54th Drive.

There is no anticipated sewer work under this project in 54th Drive.

54th Road

NYCDEP does not have an existing sewer system in 54th Road.

There is no anticipated sewer work under this project in 54th Road.

54th Avenue

NYCDEP has an existing 45” diameter RCP sewer system in 54th Avenue. This system starts at the intersection of Laurel Hill Boulevard and flows east until the intersection of 43rd Street and 54th Avenue.

There is no anticipated sewer work under this project in 54th Avenue.

Laurel Hill Boulevard

In Laurel Hill Boulevard, the NYCDEP has an existing 39” diameter RCP sewer pipe which flows from the area near the Long Island Expressway and flows west until the intersection of 54th Avenue and Laurel Hill Boulevard. Here the system connects into the existing 45” diameter RCP pipe and flows down 54th Avenue.

NYCDEP also has an existing 12” diameter VCP sewer which begins near 54th Avenue and continues south along Laurel Hill Boulevard, near 55 Avenue this system increases to an 18” diameter pipe and flows under the existing BQE. Near 56th Road, this system increases to a 24” diameter VCP sewer and flows to Newtown Creek.
There is no anticipated sewer work under this project in Laurel Hill Boulevard.

**Long Island Expressway Ramps / 53rd Avenue**

NYCDEP has an existing 12” VCP diameter drainage system installed from 46th Street, west to 44th Street. At this point, the system increases to a 15” VCP diameter system. At manhole M008Q, the pipe increases again to a 24” RCP pipe and connects to an existing manhole, M032Q, in 43rd Street.

The Design Build Contractor shall install two new catch basins and associated piping on the eastbound BQE ramp to the eastbound Long Island Expressway ramp. These new connections will consist of 12” diameter DIP and will connect to the existing drainage system in 53rd Avenue.

The above stated utility relocation work will be performed by the State’s Design Build Contractor at no cost to the NYCDEP.
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):

- [x] 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 the amount of $______________ to cover the cost of the betterment as described above.
  - [ ] 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)


☒ Contract documents:  
  Contract number D900011  
  PIN X731.24  
  Plan sheets No. TBD

☐ 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.

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

________________________________________  __________  Utilities Engineer  
For NYSDOT Commissioner of Transportation  Title  Date
Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

<table>
<thead>
<tr>
<th>Project Identification No.: X729.77</th>
<th>F.A. Project No.:</th>
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<td>Map Nos.:</td>
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<td>Parcel Nos.:</td>
<td>County of: Kings and Queens</td>
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<td>Contract No.: D900011</td>
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necessitates the adjustment of utility facilities as hereinafter described, the owner, New York City Department of Environmental Protection, 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, in compliance with the attached Special Note “Coordination with the Utility Schedule, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

**Existing Facilities**

The existing New York City Department of Environmental Protection water main facilities and associated appurtenances are to be abandoned, removed or replaced by the above described project and are presently located in Brooklyn and Queens New York within the reconstruction limits of the Kosciuszko Bridge Replacement project. The project is located within the New York State Right of Way as shown on the plans for the proposed transportation project and will be adjusted as follows for an estimated amount which will be determined.

**Brooklyn**

**Eastbound Meeker Avenue**

In eastbound Meeker Avenue, NYCDEP has an existing 12” diameter water main which starts at the project limit, Kingsland Avenue, and continues eastbound in the south side of Meeker Avenue, past Morgan Avenue, to Vandervoort Avenue. At Vandervoort Avenue, this 12” diameter water main terminates into an 8” diameter water main which continues along Vandervoort Avenue.

Under this bridge reconstruction project, the above noted 12” diameter water main will be replaced with a new 12” diameter water main from Kingsland Avenue to Vandervoort Avenue. The 8” diameter water main will also be replaced under this project from the intersection of eastbound Meeker Avenue to just south of Anthony Street.

In Vandervoort Avenue, the 12” diameter water main begins again, heading in east direction. Again, this line starts at the 8” diameter water main in Vandervoort and continues east past Porter Avenue along the existing Cherry Street. This 12” diameter water main intersects a 20” diameter water main in Varick Avenue.

The 12” diameter water main starting from the intersection of Vandervoort Avenue and eastbound Meeker Avenue heading east to Varick Avenue will be replaced under the bridge reconstruction project.

From this point, the existing water main will be discussed under the existing Cherry Street narrative.
**Westbound Meeker Avenue**

In westbound Meeker Avenue, NYCDEP has an existing 12” water main that starts at the project limit, Kingsland Avenue, and continues east, past Sutton Street, Morgan Avenue, Hausman Street, Apollo Street, and once past Van Dam Street, the water main continues out of the project limits past the following roadways: Varick Avenue, Stewart Avenue, and terminates at the intersection of Gardner Avenue and Meeker Avenue. There are several fire hydrants off this main, that include fire hydrant #579, #596, #24, #37, #78, #129, #192, #223 and #57.

Under this bridge reconstruction project, this 12” diameter water main will be replaced from Van Dam Street, west to the intersection of Hausman Street and westbound Meeker Avenue. All affected fire hydrant connections and associated appurtenances will be replaced.

**Sutton Street**

NYCDEP has an existing 8” diameter water main located in Sutton Street. This line is serviced by a 12” diameter service line in westbound Meeker Avenue. This line continues north until its intersection with Driggs Ave and then continues out of the project limits. There is one fire hydrant in this segment of utility, numbered #598.

No water main work is anticipated for this street under the bridge reconstruction project.

**Morgan Avenue**

NYCDEP has an existing 8” diameter water main located in Morgan Avenue, specifically the portion of Morgan Avenue on the south side of eastbound Meeker Avenue. This line is serviced by a 12” diameter water main in eastbound Meeker Avenue. This 8” diameter main services the 8” diameter main in Anthony Street. The 8” diameter water main continues south and out of the project limits.

In Morgan Avenue, on the north side of westbound Meeker Avenue, NYCDEP has an existing 8” diameter water main. This water main is serviced by a 12” diameter water main located in Driggs Avenue. This water main continues along Morgan Avenue and out of the project limits.

Under this project only a small section of the 8” diameter water main on the south side of eastbound Meeker Avenue will be replaced due to the connection between the proposed 12” diameter water main replacement in eastbound Meeker Avenue and the exiting 8” diameter main in Morgan Avenue. No additional water main work is anticipated for this roadway.

**Anthony Street**

Anthony Street begins at the intersection of Morgan Avenue and Anthony Street. Here NYCDEP has an existing 8” diameter water main which continues east along Anthony Street, past Vandervoort Avenue and terminates in Porter Avenue. There are several fire hydrants located along this service line. They include the following hydrants #23, #42, #62, and #822.

To satisfy the request of the FDNY, a new 12” diameter water main will be installed between Stewart Avenue and Gardner Avenue, in Anthony Street. A new fire hydrant connection will be placed just west of the intersection of Gardner Avenue and Anthony Street.
Vandervoort Avenue

NYCDEP has an existing 8” diameter water main located in Vandervoort Avenue. This water main is serviced by a 12” diameter main located on the south side of Cherry Street. This water main services connections along Anthony Street and then continues out of the project limits. This main is feed eastbound Meeker Avenue. This main is capped in eastbound Meeker Avenue.

The 8” diameter water main starting from the intersection of Vandervoort Avenue and eastbound Meeker Avenue south to Anthony Street will also be replaced under the bridge reconstruction project, as previously stated above. A new fire hydrant connection will be placed on the west side of Vandervoort Avenue.

Porter Avenue

NYCDEP has an existing 8” diameter water main located in Porter Avenue. This water main is capped just south of Cherry Street, and runs south along Porter Avenue. This water main continues south and out of the project limits.

Since Cherry Street is going to be relocated, a segment of this 8” diameter water main will be replaced under the bridge reconstruction project. The new 8” diameter water main will be capped in the proposed Cherry Street and will connect to the exiting main, just south of Anthony Street. A new water main will be placed on the east side of Porter Avenue.

Varick Avenue

NYCDEP has an existing 20” diameter water main in Varick Avenue. This 20” main extends through the project limits and then beyond. This line services the water main along Cherry Street, and the line running west in eastbound Meeker Avenue.

The existing 20” diameter water main in Varick Avenue will be replaced under the bridge reconstruction project. The limits of replacement will be from just north of Thomas Street, then south just before Anthony Street. A new fire hydrant will be installed on the east side of Varick Avenue.

Stewart Avenue

NYCDEP has an existing 12” diameter water main which extends from outside the project limits and enters the project limit, and continues south to Thomas Street. At this point this line is capped. This segment of water main services the fire hydrant located on Thomas Street.

Under this project, a new 12” diameter water main will be installed in Stewart Avenue. The new main will extend south from a connection point, just north of the intersection of Stewart Avenue and Thomas Street, and shall continue to a T connection in Anthony Street/Stewart Avenue intersection. New fire hydrants will be installed along Stewart Avenue to Anthony Street.

Gardner Avenue

NYCDEP has an existing 12” diameter water main, which runs north and south along Gardner Avenue. Several service connections are serviced by this line. There is an existing 8” service feed along Cherry Street from this main, as well as an 8” service feed along Anthony Street. There is an additional 8” diameter service connection which runs east along Thomas Street that is capped just prior to the BQE.
Under this project, a new 12” diameter water main will be installed in Gardner Avenue. This new main will be constructed from the intersection of Gardner Avenue and Thomas Street, south to the intersection of Gardner Avenue and Anthony Street where it will meet the existing water main. New connections will be required at the intersections of Gardner and Thomas, and Anthony Street and Gardner for new water mains in those respective streets. New fire hydrants will be installed as required.

**Scott Avenue**

Scott Avenue does not appear on the NYCDEP DDM Distribution Maps; therefore, no water main data could be obtained.

Under the bridge reconstruction project, a new 12” diameter water main will be installed in Scott Avenue from the area just north of the intersection of Thomas Street and Scott Avenue then south in Scott Avenue to the existing Cherry Street intersection. Three new hydrants will also be installed along Scott Avenue.

**Thomas Street**

Thomas Street starts are the intersection of Thomas Street and Varick Avenue. There are currently no existing NYCDEP water mains along Thomas Street until Stewart Avenue. At Stewart Avenue there is an existing fire hydrant connection, which is serviced by a 12” water main in Stewart Avenue. The 8” diameter water main runs along Thomas Street to its cap and fire hydrant location #46.

At the intersection of Thomas Street and Gardner Avenue, NYCDEP has an 8” diameter water service which is capped just prior to passing under the existing BQE. There are two fire hydrants located along this service line. The hydrant numbers are #55 and #66.

Under this bridge reconstruction project several new services will be installed in Thomas Street. These included the following improvements:

At the intersection of Varick Avenue and Thomas Street a new water main will be installed in Thomas Street, heading east along Thomas until Stewart Avenue. Two new fire hydrants will be installed off this main. The first hydrant is located just east of the intersection of Varick Avenue and Thomas Street, and the other hydrant will be installed near the intersection of Stewart Avenue and Thomas Street.

A new 12” diameter water main will be installed along Thomas from Gardner Avenue to Scott Avenue. A new fire hydrant will be installed along this segment of main. The new water main will be joined via T connections to a new pipe in Gardner Avenue and Scott Avenue.

There is no anticipated water main work along Thomas Street from Stewart Avenue to Gardner Avenue, since this segment of Thomas Street will remain non-operational under this project.

**Cherry Street**

NYCDEP has an existing 8” diameter water main that is a continuation of the water main along Cherry Street from the intersection of Cherry Street and Varick Avenue. This main is serviced from the 20” water main in Varick Avenue. This 8” main continues past Stewart Avenue and terminates into a 12” water main in Gardner Avenue where this main is capped. There are several fire hydrants located along this segment of water main. They include: Fire Hydrants #35, #32, and #45.

Since Cherry Street is going to be relocated under this project, this water main and the associated appurtenances will be relocated during construction. A new 12” diameter water main will be constructed from Porter Avenue, going east in Cherry Street. This new main will tie into a proposed 20” diameter water main in Varick Avenue. A new 12” diameter water main will tie into the proposed 20” main, just south of the above connection and will continue along the proposed Cherry Street. At Stewart Avenue,
the water main will be capped, and a new 12” T connection will be constructed, to allow the water main to continue down Stewart and join the new main at the intersection of Anthony Street and Stewart Avenue. The proposed Cherry Street will terminate at Stewart Avenue.

From Gardner Avenue to the termination of Cherry Street, a new 12” diameter water main will be installed from Gardner Avenue to the existing Scott Avenue in the existing Cherry Street. This new main will satisfy the requirements for FDNY for a continuous water main supply as well as fire hydrant spacing.

Queens

43rd Street (Hobson Avenue)

NYCDEP has two water mains in 43rd Street. There is an existing 12” diameter water main as well as an existing 20” diameter water main which goes from 56th Road to the end of the project limits, near 54th Avenue.

The noted 20” diameter water main will remain unaffected during construction of this project. The only work anticipated for the existing 12” diameter main is a new connection at the intersection of 55th Avenue and 43rd Street.

56th Road

NYCDEP has an existing 12” diameter water main in 56th Road. This water main is feed from the 20” diameter water main located in 43rd Street by a reducer in the intersection of 56th Road and 43rd Street. This water main continues up to the intersection of Laurel Hill Boulevard and 56th Road, and then out of the project limits. There is one fire hydrant located on the south side of 56th Road, numbered 98.

Under this bridge reconstruction project, a segment of the existing 12” diameter water main will be replaced from the intersection area of Laurel Hill Boulevard and 56th Road, south under the proposed BQE structures and will tie into the existing water main outside the bridge project limits.

55th Avenue

NYCDEP has an 8” diameter water line which extends along 55th Avenue from 43rd Street. This 8” diameter pipe is serviced by a 12” diameter water main running parallel to 43rd Street. There is a fire hydrant located at the end of this pipe and the hydrant’s number is #116.

Under this bridge reconstruction project, a small section of this 8” diameter water main will be replaced and capped in 55th Avenue due to the construction of new bridge footings. A new fire hydrant will be installed along 55th Avenue.

54th Drive

NYCDEP does not have existing water services in 54th Drive from 43rd Street to the project limits.

Currently, there are no existing NYCDEP water mains present in 54th Drive. Therefore, no work will be anticipated under this bridge reconstruction project.

54th Road

NYCDEP does not have existing water services in 54th Road from 43rd Street to the project limits.

Currently, there are no existing NYCDEP water mains present in 54th Road. Therefore, no work will be anticipated under this bridge reconstruction project.
**54th Avenue**

NYCDEP has an existing 20” diameter water main which starts outside the current project limits and heads west toward Laurel Hill Boulevard. This water main is connected to the existing 12” diameter water main located in 43rd Street, the existing 20” water main in 43rd street, and finally the 12” diameter water main located in Laurel Hill Boulevard.

Under this bridge reconstruction project, the segment of the 20” diameter water main will be replaced from the intersection of 43rd Street and 54th Avenue, heading west until Laurel Hill Boulevard. A segment of 20” water main and the transitional segment to the 12” water main in Laurel Hill Boulevard will be replaced under this project. The limits of 20” water main replacement will extend from approximately 54th Avenue to the Long Island Expressway (LIE) where it will tie into the existing main.

**Laurel Hill Boulevard**

In Laurel Hill Boulevard NYCDEP has an existing 12” diameter water main which runs from 56th Road to 54th Avenue in Queens. The water main is located on the east side of the roadway. According to NYCDEP plates there is one fire hydrant #117, near 55th Avenue from this main. In the intersection of Laurel Hill Boulevard and 54th Avenue the 12” diameter water main connects to a 20” diameter water main and then this line continues north along Laurel Hill Boulevard. There are several fire hydrants located along this leg, including hydrant #12 and 21. There is also, a service connection to Calvary Cemetery from this 20” diameter main. The 20” water main continues down Laurel Hill Boulevard adjacent to the cemetery until its intersection with the South Service Road, near the Long Island Expressway (LIE) and out of the project limits.

Once the reconstruction scheme has been developed, the above stated utility relocation work will be performed by the State’s Design Build Contractor at no cost to the NYCDEP.
II. Financial Responsibility (check appropriate boxes):

9 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.

9 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.)

9 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.)

9 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.

9 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:

Reimbursed under Highway Law 10-24-b as an Interstate Project.
III. **Physical Adjustment Method** (check appropriate boxes):

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

- [x] 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.(Inspection only)

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 the amount of $____________ to cover the cost of the betterment as described above.

- [ ] 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)


[ ] Contract documents:
  Contract number D900011
  PIN X729.77
  Plan sheets No. TBD

9 Owner’s plan sheets

9 Owner’s estimate sheets form No.

9 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.

9 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

___________________________________________________ Utilities Engineer

For NYSDOT Commissioner of Transportation       Title       Date
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT
RCN TELECOM SERVICES OF NEW YORK

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

<table>
<thead>
<tr>
<th>Project Identification No.:</th>
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<td>County of: Kings and Queens</td>
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<tr>
<td>Contract No.: D015624</td>
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</tbody>
</table>

Project Description: Replacement of the Kosciuszko Bridge (I-278) over Newtown Creek between Kingsland Avenue in Brooklyn and the Long Island Expressway Interchange in Queens.

necessitates the adjustment of utility facilities as hereinafter described, the owner, RCN Telecom Services of New York, 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, in compliance with the attached Special Note "Coordination with the Utility Schedule, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

Existing Facilities

The existing facilities are to be abandoned, removed or relocated by the above described project and are presently located in Queens County, New York within the existing and amended reconstruction limits of the Kosciuszko Bridge Replacement project. Reconstruction work will be performed within the New York State Department of Transportation's Right of Way as shown on the plans and your existing facility will be adjusted as follows for an estimated $0.00.

43rd Street Utilities

In the vicinity of 43rd Street, north of 56th Road, there are existing aerial RCN Telecom Services facilities located along the west side of the roadway. These facilities provide services to the existing properties along the roadways which intersect 43rd Street. Due to the proposed demolition of several existing buildings in the vicinity and the potential interference with proposed structural lifting operations during the construction of the proposed Queens-bound BQE, these facilities will need to be altered in the following manner:

RCN Telecom Services has existing overhead facilities extending west from 43rd Street onto 56th Avenue, 54th Drive, 54th Road & 54th Avenue. At these four (4) locations, RCN will need to remove the one span from the south west corner pole to 1 pole west of 43rd Street under the proposed utility relocation plan, this service will be eliminated once the building on the south side is vacant.

The above stated utility relocation work will be performed by RCN Telecom Services before the end of first quarter 2013 at no cost to the State.
56th Road Utilities

RCN Telecom Services also has aerial facilities that travel along the existing pole line located on the south side of 56th Road. The facilities consist of .625 Coaxial cables, (1) 96 count fiber optic cable and a power supply box, that provides commercial power to feed the existing fiber optic node. RCN has agreed to relocate their existing fiber and coax equipment from pole # 91593 east to pole # 25046 due to potential interference with the structural lifting operations of both the Queens-bound and Brooklyn-bound BQE roadway structures.

The proposed relocation is anticipated to travel east from the existing node for the coax and from the existing splice case for the fiber, from pole # 25046 that's located at the southwest corner of 56th Road and 43rd Street span east to the southeast corner pole (no tag) at that point lateral down pole and enter the existing Verizon manhole #613 located approximately 0+11' west of the pole under the existing curb hatch. At that point, travel within the Verizon duct bank west to near the intersection of 56th Road and Laurel Hill Blvd, exit the Verizon manhole, riser up pole #91593 and splice the cables to existing.

For the existing power supply that's currently located on pole # 26560, RCN agrees to relocate the power supply east to pole # 25046.

All work performed by RCN necessary to relocate its facilities along 56th Road shall be performed at no cost to the State. The above stated utility relocation work will be performed by RCN Telecom Services before the end of first quarter 2013.
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.

**Reimbursed under Highway Law 10-24-b as an interstate project**
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 the amount of $___________ to cover the cost of the betterment as described above.

☐ 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)


☐ Contract documents:
  Contract number D900011
  PIN X731.24
  Plan sheets No. TBD

☐ 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.

[Signatures]

Joey Maisonet, RCN of New York  Support Manager
(Print/Type Name) Owner or Agent  (Signature)  Title

Date

[Signature]

Main Office Utilities Engineer

For NYSDOT Commissioner of Transportation  Title

Date
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT
TIME WARNER CABLE OF NYC

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

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Project Description: Replacement of the Kosciuszko Bridge (I-278) over Newtown Creek between Kingsland Avenue in Brooklyn and the Long Island Expressway Interchange in Queens.

necessitates the adjustment of utility facilities as hereinafter described, the owner, **Time Warner Cable of NYC**, 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, in compliance with the attached Special Note “Coordination with the Utility Schedule, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

**Existing Facilities**

The existing facilities are to be abandoned or removed by the above described project and are presently located in Queens County, New York within the reconstruction limits of the Kosciuszko Bridge Replacement project. Reconstruction work will be performed within the existing and amended New York State Right of Way as shown on the plans and your existing facility will be adjusted as follows: for an estimated to be determined.

**43rd Street Utilities**

In the vicinity of 43rd Street there are existing Time Warner Cable aerial facilities located along the north side of the roadway. There are several service connections affixed to this service line which will be eliminated due to proposed lifting operations during construction of the proposed northbound BQE, and the demolition of the existing buildings on the adjoining streets. The specific intersections are 55th Avenue, 54th Drive and 54th Road.

Time Warner Cable will terminate the existing cable service connection from pole no. P48022 located at the intersection of 43rd Street and 55th Avenue to pole no. 20734, once the building on the south side of 55th Avenue is demolished.

Time Warner Cable will terminate the existing cable service connection from pole no. 91759, located at the intersection of 43rd Street and 54th Drive, to pole no. 37981 once the building on the south side of 54th Drive is demolished.

The guy wire from pole no. 45712 has been relocated prior to the start of this project by Time Warner Cable of New York. The service connection from pole no. 45712, located on 43rd Street and 54th Road, to pole T1 will be removed prior to the start of this project by Time Warner Cable of New York.

After 4220 55th Avenue has been acquired by the State of New York, the above stated utility relocation work will be performed by Time Warner Cable at no cost to the State.
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:

Reimbursed under Highway Law 10-24-b as an Interstate Project.
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. (Inspection only)

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 NYS DOT 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 NYS DOT and FHWA procedures.

☐ The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of $__________ to cover the cost of the betterment as described above.

☐ The owner agrees to comply with the requirements of the NYS DOT 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 NYS DOT Office of Legal Affairs.
VI. References

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


X Contract documents:

- Contract number D900011
- PIN X731.24
- Plan sheets No. TBD

9 Owner's plan sheets

9 Owner’s estimate sheets form No.

9 Resolution dated , by

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

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

John Piazza, Time Warner Cable of NYC  
(Print/Type Name)Owner or Agent

Interference Manager  
(Signature)Title Date  

Main Office Utilities Engineer  
For NYSDOT Commissioner of Transportation

January 14, 2013
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT
EMPIRE CITY SUBWAY LTD./VERIZON COMM.

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

| Project Identification No.: X731.24 | F.A. Project No.: |
| ROW Declaration No.: | Map Nos.: |
| Parcel Nos.: | County of: Kings and Queens |
| Contract No.: D900011 |

Project Description: Replacement of the Kosciuszko Bridge (i-278) over Newtown Creek between Kingsland Avenue in Brooklyn and the Long Island Expressway Interchange in Queens.

necessitates the adjustment of utility facilities as hereinafter described, the owner, Empire City Subway Ltd./Verizon Comm., 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, in compliance with the attached Special Note “Coordinator with the Utility Schedule, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

Existing Facilities

The existing Empire City Subway LTD./Verizon Company facilities are to be abandoned, removed or replaced by the above described project and are presently located in Brooklyn and Queens New York within the reconstruction limits of the Kosciuszko Bridge project. The project is located within the New York State Right of Way as shown on the plans for the proposed transportation project and will be adjusted as follows for an estimated to be determined.

Brooklyn

Eastbound Meeker Avenue

Empire City Subway/Verizon does not have underground or aerial utilities in eastbound Meeker Avenue from Kingsland Avenue to the divergence with Cherry Street.

Westbound Meeker Avenue

In westbound Meeker Avenue, Empire City Subway/Verizon has existing utilities located in the north side of westbound Meeker Avenue. There are existing ducts at the intersection of Meeker Avenue and Morgan Avenue, these facilities service Driggs Avenue. There are also two existing ducts which are retired from the manhole at the intersection of Meeker Avenue and Driggs Avenue.

Sutton Street

Empire City Subway/Verizon services Sutton Street. These services are fed from a manhole located at the intersection of Driggs Avenue and Sutton Street. Two ducts exit the manhole and proceed to pole #27124 on the west side of Sutton Street. From pole #27124, the underground conduit extends to a property on the west side of Sutton Street.

From the manhole at Driggs Avenue and Sutton Street, the conduits continue along Driggs Avenue to beyond the project limits.
Morgan Avenue

Empire City Subway/Verizon has utilities located in Morgan Avenue from south of Anthony Street. These 4-4” diameter PVC and 8-1 ¼” diameter PVC ducts continue north under the BQE and beyond the project limits along Morgan Avenue. There is also a single duct from the manhole at Anthony Street and Morgan Avenue that goes under the BQE, then proceeds east along Meeker Avenue, westbound.

Near the intersection of Anthony Street, Empire City Subway/Verizon has an existing manhole which contains three (3) ducts. Two of these ducts extend south along Morgan Avenue and service two properties on the west side of Morgan Avenue. The third duct, 2-4” diameter ducts, continues east along Anthony Street and feeds pole #p1 and continue to pole T2 which the line then becomes aerial.

Anthony Street

Empire City Subway/Verizon’s utility extend from Morgan Avenue to pole P1 and T2 along Anthony Street. From pole T2, the utility becomes aerial and continues east along Anthony Street and terminates at the intersection of Anthony Street and Vandervoort Avenue.

Vandervoort Avenue

Empire City Subway/Verizon has overhead utilities north of the intersection of westbound Meeker Avenue and Vandervoort Avenue on the west side of the roadway. They continue north along Vandervoort Avenue and beyond the project limits.

Porter Avenue

Empire City Subway/Verizon has overhead utilities on the east side of Porter Avenue. These utilities start at the intersection of Cherry Street and Porter Avenue at pole # 59617 past pole #59024 and continue south along Porter Avenue and out of the project limits.

Varick Avenue

Along Varick Avenue, Empire City Subway/Verizon has existing overhead utilities near the intersection of Cherry Street and Varick Avenue, on the west side of the roadway. These utilities continue south along Varick Avenue and out of the project limits.

There are additional underground ducts in Varick Avenue 3-4” diameter PVC and 12- 1 ¼” diameter PVC ducts which begin at Thomas Street and Varick Avenue and continue south under the BQE and continue past Anthony Street beyond the project limits.

There are existing overhead utilities near the intersection of Thomas Street and Varick Street. These overhead utilities start at Pole #59878 and continue to pole #59877 until beyond the project limits.

Stewart Avenue

Empire City Subway has existing overhead utilities near the intersection of Thomas Street and Stewart Avenue. They are located on the east side of the roadway and continue north beyond the project limits.

Gardner Avenue

There are existing overhead utilities on the east side of Gardner Avenue. These utilities extended north from the intersection of Thomas Street and Gardner Avenue to outside the project limits. From the intersection of Thomas Street and Gardner Avenue, pole # 17812, the overhead utilities run south to the
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT
EMPIRE CITY SUBWAY LTD./VERIZON COMM.

intersection of Cherry Street and Gardner Avenue, pole #67325. They continue south to Anthony Street, pole # 63549 and beyond the project limits.

Scott Avenue

Empire City Subway/Verizon has existing overhead facilities on the east side of Scot Avenue. These facilities are located between the intersection of Townsend Street and Scott Avenue and Cherry Street and Scott Avenue.

Thomas Street

Empire City Subway/Verizon does not have aerial or underground facilities in this location.

Cherry Street

Overhead telephone utilities exist at the corner of Varick Avenue and existing Cherry Street. These services will be removed during the relocation of Cherry Street.

There are additional overhead telephone facilities near the intersection of Gardner Avenue and Cherry Street. These overhead utilities are located on the north side of Cherry Street. Since Cherry Street will be relocated during this project, these utilities will be relocated.

Queens

43rd Street (Hobson Avenue)

There are existing aerial and underground utilities located in the west side of 43rd Street. The overhead utilities are located from the intersection of 56th Road and 43rd Street. They continue in a north direction until approximately 54th Road. At this point, the utilities proceed underground. These utilities are located on the following pole numbers #77383, #91653, #49525, #45713, #10667, #48082, #40618, #91759, #49522 and pole #45712

The overhead facilities start again at the intersection of 54th Road and 43rd Street. They continue along 43rd Street and terminate just north of 54th Avenue.

There are several underground services from 56th Road to the intersection with 43rd Street. These conduits feed pole #77383, T19 and p18.

56th Road

Empire City Subway/Verizon has two series of underground conduits running in the south side of 56th Road. They are comprised of 8 PVC ducts and 6 MCD ducts. These conduits continue from the west at the intersection of Laurel Hill Boulevard and 56th Road to the intersection of 56th Road and 43rd Street and beyond the project limits.

These services will need to be protected during the installation of the proposed sewer trunk as well as the proposed foundation construction.

There is also an aerial telephone line on the south side of 56th Road. This line also enters the project site from near the intersection of Laurel Hill Boulevard and 56th Road and continues east along 56th Road to the intersection with 43rd Street and 56th Road. These services are connected to pole #s 25046, #5803, #45709, #26560, pole T11, pole T10, #91593, #91594 and #87916 to beyond the project limits.
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT
EMPIRE CITY SUBWAY LTD./VERIZON COMM.

This line will need to be relocated or protected during the reconstruction project due to large overhead lifting operations.

55th Avenue

There is an existing aerial facility on the south side of 55th Avenue. This service extends north along 55th Avenue until the termination point just east of the existing BQE. The line extends from pole #20734 to pole #48082. The overhead facility continues east along 55th Avenue across 43rd Street and out of the project limits.

54th Drive

There are no overhead or underground facilities located on this roadway.

54th Road

At the intersection of 43rd Street and 54th Road, Empire City Subway/Verizon has existing overhead telephone lines attached to pole #45712 to pole T11. Since the building they service is being demolished, this connection will be eliminated under this project.

54th Avenue

There are two aerial lines along 54th Avenue. These utilities begin at the intersection of 43rd Street and 54th Avenue on pole #91578 and continue to pole #88331, they then progress east out of the project limits.

Laurel Hill Boulevard

There are no Empire City Subway/Verizon utilities located along Laurel Hill Boulevard.
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:

  Reimbursed under Highway Law 10-24-b as an Interstate Project.
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT
EMPIRE CITY SUBWAY LTD./VERIZON COMM.

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 (Inspection only).

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 the amount of $___________ to cover the cost of the betterment as described above.
- □ 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)


☐ Contract documents: Contract number D600011
PIN X731.24
Plan sheets No. TBD

☐ 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.

Area Manager

Larry Orci, Empire City Subway/Verizon

Print/Type Name)Owner or Agent

Signature) Title Date

Main Office Utilities Engineer

Regional Utilities Engineer

For NYSDOT Commissioner of Transportation

Title Date