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## 7.0 UTILITY RELOCATIONS

This Section 7 includes the requirements for the Utility Company (or Utility Owner) relocation Work for the R2B2 Design Build Project (Project). This work shall be completed in accordance with the Contract Documents.

This Section 7 does not apply to existing stormwater facilities, irrigation ditches, signage power, traffic signals, or Street lighting, all of which shall be installed, removed, Relocated, and/or Protected-in-Place by the Contractor and/or the Utility Owners pursuant to other sections of the Contract Documents.

### 7.0.1 Definitions

Capitalized terms used but not defined herein shall have the meanings given to them in Book 1 Section 1.1. In addition, the following capitalized terms shall have the meanings set out below:

1. **Betterments** has the meaning given to it in the Utility Relocation Agreements.
2. **Contractor's Utility Tracking Report** has the meaning given to it in Section 7.3.3 below.
3. **Pothole Log** means the existing utility pothole information included with the Reference Documents.
4. **Public Utilities** means a Utility that is owned by a public agency or political subdivision of the state.
5. **Private Utilities** means a Utility that is owned by a private company.
6. **Requested Relocation** means any Public or Private Utility relocation requested by a Utility Owner to be performed by the Contractor.
7. **Unidentified Utility** means a Utility that is discovered during construction that was not included in the Utility Data.
8. **Utility Data** means the Utility Drawings (As-Constructed), the Utility Matrix, and utility information from the Utility Owners that are included with the Reference Documents.
9. **Utility Drawings** means the Utility plan design sheets (As-Constructed) included with the Reference Documents.
10. **Utility Matrix** means the Project Utility Matrix that lists the Utility Data included with the Reference Documents.
11. **Utility Permit** has the meaning given to it in the Utility Relocation Agreements.
12. **Standard Utility Agreements (SUA)** means the executed agreements between CDOT and Utility Owners for the Project that are included with the Reference Documents.
13. **Utility Work** means any portion of the Work relating to (a) the Relocation of any Utility, (b) any Betterment, or (c) any Requested Relocation, in each case (a), (b) and (c), as further described in this Section 7.

### 7.1 General Utility Work Obligations

The Project will affect Utilities as part of the Work. The Contractor shall apply for and obtain CDOT Utility Permits for all new and relocated utilities. A Subsurface Utility Engineering (SUE) has been completed to a Quality Level B (QLB) for the Project and the Utility Drawings are located in the Reference Documents. Unless otherwise stated herein, relocation design and construction Work shall be paid for via a separate Agreement between the Utility Owner and the Contractor and shall not be included with the Contract Price. Relocation Work shall be coordinated concurrent with construction, in which case the Contractor shall be responsible for

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coordinating the Relocation Work to facilitate construction. The Contractor shall be responsible for making its own determination that the Utility Relocation Work currently proposed is acceptable and will work for purposes of meeting the Contractor's schedule and design.

Private service Relocation or adjustment for power, phone, water and sanitary sewer, irrigation lateral work and any other private service that is not shown to be completed by others within the plans or covered within Book 2, shall be the Contractor's responsibility. The Contractor shall plan, coordinate and complete private service Relocation. Work associated with private service Relocation shall be included in the Contract Price. An example would be the Relocation of the power service pedestal or secondary residential/commercial service drops to structures and equipment necessitated by the construction but not completed or performed as part of the overall work by the Utility Owner or covered by a Memorandum of Agreement (MOA) with the landowner.

The Contractor shall coordinate and cooperate with CDOT and the Utility Owners to ensure that all Utility Work (whether performed or furnished by the Utility Owners or by Contractor) is performed in accordance with the executed SUAs. The physical limits of the Contractor's obligation for the performance of Utility Work shall extend as far as is necessary to permit construction of the Project (taking into account the requirements of the Utility Owners, Governmental Persons with jurisdiction, and adjacent property owners), whether inside or outside the Right-of-Way (ROW).

The Contractor shall use due diligence to anticipate and avoid Utilities and to otherwise minimize and/or mitigate the consequences of the Utility Relocations so that the Contractor's construction completion date is achieved.

### **7.1.1 Utility Work**

The Contractor shall carry out all Utility Work in accordance with the requirements of the Standard Utility Agreements (SUAs), Book 1 Section 6.2 Utility Relocations, and this Section 7 – Utility Relocations.

The following Utilities were identified during completion of the SUE QLB as part of this Project (for contacts to each Utility, please see Utility Drawings in Reference Documents):

#### US 350 and CO 239:

1. CenturyLink
2. BNSF Railway
3. San Isabel Electric
4. Southeast Colorado Power Association
5. City of Trinidad

#### US 24 and CO 9:

1. CDOT
2. CenturyLink
3. Southpark Telephone
4. Intermountain Rural Electric Association
5. Xcel

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6. Colorado Natural Gas

Utility Work includes, but is not limited to, the following:

1. Verification of all Utilities, as identified or described in the Utility Data, and the identification of all other Utilities, including in each case all necessary potholing located within the Project limits or otherwise impacted by the Work.
2. Develop and update the Contractor's Utility Tracking Report.
3. Preparation and execution of a No Conflict Close-Out Form for Acceptance by CDOT prior to construction of the associated segment.
4. Negotiation, preparation, and execution of the Utility Work Order for each Utility Relocation, including preparing and providing such written information concerning the Project (such as reports, plans and surveys), as requested by CDOT and the Utility Owner.
5. Preparation of Utility Relocation design for each Public Utilities Relocation, and obtaining the design acceptance by the form of Design of Relocation Acceptance Letter (DRAL) from the Utility Owner.
6. Construction of the Public Utilities Relocations, including service lines and temporary relocations, and obtaining the construction acceptance by the form of Construction of Relocation Acceptance Letter (CRAL) from the Utility Owner.
7. Identification and removal of abandoned existing Public Utilities. If impractical to remove, flow-fill abandoned existing Public Utilities that are 6-inches in diameter or greater.
8. Review of the Utility Relocation design for each Private Utilities Relocation, then verification of and acceptance by the form of DRAL that the design for each Utility Relocation is compatible with the Project.
9. Reimbursement to Public or Private Utility Owners for design costs incurred by such Utility Owners in performing Utility Work.
10. Inspection of the Utility Relocation construction for each Private Utilities Relocation, then verification and acceptance by the form of CRAL that the construction of each Utility Relocation is compatible with the Project.
11. Reimbursement to Private Utility Owners for construction costs incurred by such Utility Owners in performing Utility Work within an easement owned by the Private Utility Owner.
12. Reimbursement to Utility Owners for replacement easements required or acquisition of easements required for Utility Work pursuant to Book 2, Section 8 – Right-of-Way.

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13. Resurfacing and restriping of streets and parking areas and reconstruction of curb and gutter and sidewalks, where necessary, due to Utility Work performed by Contractor or performed by a Utility Owner within the Project limits.
  14. Providing Public Information for Utility Work performed by Contractor, or performed by the Utility Owner.
  15. Performing traffic control for Utility Work performed by Contractor, or performed by the Utility Owner and coordinating traffic control for third-party Utility Owners to avoid conflicts with Project traffic control.
  16. Providing survey coordinates in the field for design and construction of the Utility Work performed by the Contractor or performed by the Utility Owner.
  17. Performing Incidental Utility Work as defined in the SUAs.
  18. Performing and coordinating As-Constructed plans for all Work Orders.
  19. Performing and coordinating As-Constructed Documents for all Utility Work Orders, including x, y, and z coordinates for all completed Utility Work Orders.
  20. Identification and removal of abandoned Private Utilities as required to complete the Work.
  21. Incorporation of Utility As-Constructed Documents into Project plans base file for inclusion in all subsequent plan submittals.
  22. All necessary Work associated with Utility Work.

### **7.1.3 Contractor's Responsibility to Perform**

The Contractor shall perform all Activities included in the Utility Work with respect to each impacted Utility regardless of the following:

1. Whether or not the Utility was indicated in the Reference Documents or, if indicated, whether or not the Utility was accurately indicated.
2. The type of action, if any (e.g., Relocation, Protection-in-Place), feasibility, estimated duration of Work time, or any other characteristic of any Relocation concept(s) proposed for the Utility in the Reference Documents.

The allocation of responsibility for any Utility Work to a Utility Owner pursuant to this Section 7 or SUA shall not relieve the Contractor of the obligation to coordinate with the Utility Owner as necessary for such Utility Work to be timely performed, or of the obligation to perform any other Utility Work not specifically assigned to such Utility Owner. The circumstances under which the Contractor will be entitled to a Change Order for Utility Work are set forth in Book 1, Section 6.

## **7.2 Performance Standards**

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### 7.2.1 Utility Owners

Except as otherwise provided in the SUA, all Utility Relocation designs and construction of relocations furnished or performed by the Contractor shall be consistent with the Utility Owner's written specifications, standards of practice (which may include design format), ease of maintenance access, and construction methods that are current at the Work Order. The Contractor shall obtain all such written specifications, standards of practice, and construction methods from the Utility Owners. In the event of a conflict between the requirements of the Utility Owner and the requirements of the Contract Documents, CDOT in its sole discretion, will determine which shall govern. The Contractor shall be responsible for resolution of any unresolved ambiguity prior to proceeding with any Utility Work.

Replacements for any existing Utilities shall be designed and constructed to provide service at least equal to that offered by the existing Utility, unless the Utility Owner approves a lesser replacement.

In performing the Utility Work, the Contractor shall ensure that all Utility Work results in Utilities being located in a manner to allow future Utility maintenance to be performed by the relevant Utility Owners without disruption to the operation or maintenance of the highway, which may include ramps and if applicable local streets, private accesses and/or county roads.

## 7.3 Identification of Utilities

### 7.3.1 CDOT-Supplied Information

CDOT has developed a list of possible Utility Owners along the Region 2 Bridge Bundle design build Project. See Reference Documents.

CDOT has completed an initial Utility investigation, SUE Quality Level B, and has identified the Utilities that may be impacted by the Project. CDOT has not performed a complete investigation of service lines. The results of CDOT's investigations are indicated in the Utility Data that is included with the Reference Documents.

The Utility plans for this Project were prepared in an effort to develop strategies to reduce risk to construction by identifying and coordinating in advance known Utility Work to be completed as part of the Project. To the extent possible, CDOT has coordinated with the Utility Owners, but has not complied fully with the 811 Subsurface Utility Engineering (SUE) requirements set forth under Article 9-1.5-102, Colorado Revised Statutes, as amended.

### 7.3.2 Contractor's Investigations

Without limiting its ability to negotiate a Change Order with respect to any Unidentified Utility, the Contractor shall take all actions reasonably practicable to identify and confirm the existence, exact location, size, and type of all Utilities within the Project limits or otherwise potentially impacted by the Project, whether or not such Utilities are shown in the Utility Data, including all potentially impacted service lines. Such actions shall include making diligent inquiry at the offices of the Utility Owners, consulting public records, and conducting field studies in accordance with the 811 Subsurface Utility Law. The Contractor shall take into consideration

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the possibility Utility Owners may provide inaccurate or inexact information with regard to their Utilities and require verification and confirmation of accuracy. If the Contractor's investigations identify Unidentified Utilities, the Contractor shall notify CDOT and the relevant Utility Owner in accordance with the SUAs immediately upon discovery. Thereafter, CDOT, the Contractor, and the relevant Utility Owner shall execute a Utility No Conflict Close-Out Form, or pursuant to a Utility Work Order treat an Unidentified Utility as either a Contractor-Relocated Utility or an Owner-Relocated Utility.

### **7.3.2.1 Subsurface Utility Engineering (SUE)**

It shall be the Contractor's responsibility to comply with the SUE certification process and prepare final Utility plans in accordance with the Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data as developed by the American Society of Civil Engineers (ASCE) CI/ASCE 38. The Contractor shall also be required to submit As-Constructed Utility plans in accordance with Section 7.6.2 upon completion of the Work.

The Contractor shall comply with the 811 Subsurface Utility Engineering (SUE) requirements as set forth under Article 9-1.5-102, et. seq. Colorado.

### **7.3.3 Utility Tracking**

The Contractor in accordance with the Utility Owner's SUA, shall at a minimum, submit to CDOT monthly and otherwise upon CDOT's reasonable request, for Review the Contractor's Utility Tracking Report and Utility Matrix to include the following information (unless otherwise agreed to by the parties):

1. The relevant number and execution date of each executed Utility Work Order.
2. Each No Conflict Close-Out Form execution date.
3. Each Design of Relocation Acceptance Letter (DRAL) execution date.
4. Each Construction of Relocated Acceptance Letter (CRAL) execution date.
5. Completed As-Constructed delivery date, to or by the Contractor, as applicable.
6. Identification of all changes made since the prior Contractor's Utility Tracking Report.
7. Meeting dates with Utility Owners for each draft Work Order.

### **7.3.4 Utility Work Orders**

The Contractor, Utility Owner, and CDOT, in that order, shall execute a Utility Work Order prior to commencement of any Utility Work. The Contractor may prepare a single Utility Work Order covering more than one Relocation, Betterment, or Requested Relocation with the consent of CDOT and the relevant Utility Owner.

Prior to executing any Work Order, the Contractor and CDOT shall meet with the relevant Utility Owner to negotiate the relevant draft Work Order, including the following:

1. In accordance with the procedures set out in the SUA, the scope of work, the implementation schedule (including any applicable seasonal work restrictions), and any

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exhibits.

2. In accordance with the paragraphs below, cost and payment responsibility.

The costs for work performed by the Contractor under a Utility Work Order for Betterments or Requested Relocations shall be negotiated between the Contractor and the Utility Owner. If the Utility Owner will be reimbursing the Contractor for any costs in connection with Utility Work, the Contractor shall provide a definitive cost estimate to the Utility Owner in accordance with the Utility Owner's standard practice and with the requirements of the SUAs, and shall submit such estimate to CDOT for Acceptance. After Acceptance by the Utility Owner and CDOT, the estimate shall be incorporated into the applicable Work Order. If a Utility Owner is responsible for the payment of any amount of the cost of a Betterment or Requested Relocation pursuant to a Work Order, payment must be made to the Contractor in accordance with the terms of the SUA. CDOT shall not be responsible for the payment of any amount with respect to a Betterment or Requested Relocation other than as expressly provided for in the SUAs or otherwise as agreed by CDOT upon CDOT's execution of the relevant Work Order.

The costs for construction of Utility Relocations within a Utility Owner permanent easement, or any Utility Relocation design work performed by a Private Utilities Owner under a Utility Work Order for each Private Utilities Owner-Relocated Utility, shall be negotiated between the Contractor and the Utility Owner. If the Contractor will be reimbursing a Utility Owner for any eligible costs in connection with Utility Work, the Contractor shall obtain a definitive cost estimate from the Utility Owner in accordance with the Utility Owner's standard practice and with the requirements of the SUAs, and shall submit such estimate to CDOT. After Acceptance by the Contractor and CDOT, the estimate shall be incorporated into the applicable Work Order. If the Contractor is responsible for the payment of any amount of the cost of a Private Utilities Owner-Relocated Utility pursuant to a Work Order, that amount shall be paid to the Utility Owner in accordance with the terms of the SUA.

For Betterments and Requested Relocations, the draft Utility Work Order shall include the direct impact of such Utility Work Order on the performance of the Work and the Contractor's ability to follow the Initial Schedule (or, as the case may be, Revised Initial Schedule), in each case taking into account the Contractor's obligations under Book 1, Section 13.3.1.2, and such other information as CDOT may reasonably require.

On the basis of the meetings held in accordance Section 7.3.2, the Contractor shall submit each draft Utility Work Order to CDOT for Acceptance.

CDOT will provide comments or Acceptance within 14 Days of delivery of the draft Utility Work Order by the Contractor to CDOT, provided that the Contractor shall not execute or otherwise commit to enter into any Utility Work Order or perform any work in respect of any Utility Work without CDOT's prior written Approval of the Final or Revised Utility Work Order.

If CDOT accepts the draft Utility Work Order and accepts both the cost, and the impact of such Utility Work Order on the performance of the Work, if any, then:

1. The Contractor shall submit the accepted Utility Work Order to the Utility Owner and CDOT for Approval and shall itself execute the Utility Work Order, in each case in accordance with the SUA; and

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2. The Contractor shall thereafter perform the Utility Work for which it is responsible pursuant to such Utility Work Order as part of the Work.

The Contractor shall revise any Utility Work Order if and when necessary in accordance with the terms of the SUA. Such revised Utility Work Order shall be drafted and executed in accordance with the same procedures applicable to the drafting and execution of the original Utility Work Order under this Section 7.

### **7.3.5 Damage to Utilities Caused by the Contractor**

The Contractor shall be responsible for any damage caused by the Contractor or its Subcontractors, employees, or agents to property, Utilities, structures, or Subcontractors, employees, or agents of the Utility Owners. The Contractor shall immediately notify the affected Utility Owner of any utility damaged by the Contractor during performance of the Work.

Promptly after the Contractor's discovery of such damage, or the Contractor's receipt of notice of any such damage from the Utility Owner or from any other source: (a) the Contractor shall repair the damage to the Utility Owner's satisfaction; or (b) at the Utility Owner's election, the Utility Owner may make such repairs at the Contractor's expense.

Upon receipt of the Utility Owner's invoice, the Contractor shall make payment to the Utility Owner according to the invoice instructions or within 60 Days, whichever timeframe is shorter.

### **7.3.6 Multiple Moves**

The Contractor shall be responsible for all costs incurred by CDOT, the Contractor, or the Utility Owner to subsequently Relocate any Utility already Relocated to accommodate the Project provided the move is at the request of the Contractor and for benefit of the Contractor's work schedule. This includes the temporization of existing Utility lines necessitated by the Contractor's methods to construct and not otherwise planned for as part of the final Relocation Work as shown in the plans.

## **7.4 Utility Coordination**

### **7.4.1 General**

The Contractor shall be responsible for all coordination with the affected Utility Owners to accomplish each Utility Relocation in accordance with the SUAs. In the discharge of its coordination responsibilities, the Contractor shall:

1. Keep Utility Owners fully informed of schedules with regard to Utility Work. The Contractor shall provide to the Utility Owners, as soon as practicable, an estimated schedule for their respective Utility Work and shall notify the Utility Owners of any significant changes to the schedule as soon as practicable.
2. Keep Utility Owners fully informed of changes that affect their Utilities.
3. Consider, to the extent practicable, Utility Owners' needs for the allocation of resources to perform their respective Utility Work in a timely manner.

4. Keep Utility Owners involved in making decisions that affect their Utilities so Utility Owners are able to provide uninterrupted service to their customers, or to be subject to the least interruption practicable as approved by the Utility Owner.
5. Avoid multiple Relocations of the same Private Utility, in accordance with the Contract Documents.
6. Coordinate with Private Utility Owners performing their own Relocations to develop Private Utility schedules.
7. Provide to Private Utility Owners a prioritization of necessary Utility Relocations with the Contractor's schedule.

## **7.4.2 Utility Meetings**

### **7.4.2.1 Between the Contractor and Utility Owners**

In addition to any meetings or negotiations required under Section 7 and Book 2, Section 6, after execution of a Work Order, the Contractor shall schedule regular meetings with the relevant Utility Owner to complete the Utility Work pursuant to the terms of the Work Order. The Contractor shall not unreasonably deny any request by a Utility Owner to meet regarding any Utility Work. The Contractor shall provide CDOT with at least 5 Days prior notice of any meeting with a Utility Owner, in each case which CDOT may attend in its discretion, unless a shorter notice period is agreed by CDOT or is reasonably necessary under the circumstances.

### **7.4.2.2 Between CDOT and the Contractor**

The Contractor and CDOT shall meet as necessary and otherwise as reasonably requested by the other Party to discuss and resolve matters relating to the Utility Work.

The Party proposing a meeting shall provide the other Party with a minimum of 5 Days prior notice of any proposed meetings, unless a shorter notice period is agreed or reasonably necessary under the circumstances.

### **7.4.2.3 Meeting Log/Correspondence**

The Contractor shall maintain a running action and decision log for all Utility Work meetings with Utility Owners and/or CDOT and shall distribute copies of the log to CDOT for Acceptance and, when such meetings were attended by a Utility Owner, to the relevant Utility Owner, not later than 7 Days after each meeting date. The Contractor shall provide copies of all correspondence between the Contractor and any Utility Owner to CDOT for Acceptance no later than 7 Days after delivery of the correspondence. The Contractor shall take meeting minutes for all Utility Work meetings and distribute them to Utility Owners and/or CDOT no later than 7 Days after each meeting date.

## **7.4.3 Review Schedules**

In developing the Project Schedule, the Contractor shall allow appropriate time periods for the performance of all tasks shown on each Work Order.

All schedules and deadlines for the design and construction of Utility Work set forth in the Work Orders shall prevail over any estimated times noted in the Utility Matrix.

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#### 7.4.4 Notices

##### 7.4.4.1 To Utility Owners

To maintain the Project Schedules, the Contractor shall issue all notices in writing to the Utility Owners called for under the SUAs, with copies submitted to CDOT.

Notice shall be given to respective Utility Owners when the Contractor is performing Work adjacent to their Utilities. The Contractor shall be solely responsible for and liable for any damage to any Utilities that are damaged due to the Work.

##### 7.4.4.2 To CDOT

The Contractor shall be responsible for verifying progress of Utility Work performed by the Utility Owner and for notifying CDOT should the Contractor have cause to believe that the Utility Owner will not meet the specified time frame(s) in the Work Order. The Contractor shall provide such written notice to CDOT immediately after discovery.

If the Utility Owner is performing Utility Work that requires a CDOT Utility Permit, the Contractor shall verify to CDOT that the CDOT Utility Permit has been obtained and is being complied with. If the Contractor determines that the Utility Owner does not have the required CDOT Utility Permit, or is in violation of the terms and conditions of such permit, the Contractor shall provide such written notice to CDOT immediately after discovery.

##### 7.4.4.3 To Utility Notification Center of Colorado (UNCC)

The Contractor shall arrange for the UNCC to provide software and training for the Contractor to order call tickets to have utility field locates performed. The Contractor shall contact UNCC to make arrangements for the training. This will allow the Contractor to order its own call tickets online. The contact for UNCC web ticket training in Colorado is Todd Griffeth, tgriffeth@co811.org, (720) 705-7983 cell.

#### 7.5 Failure of Utility Owner to Cooperate or Timely Perform

The Contractor shall use reasonable efforts to obtain the cooperation of each Utility Owner as necessary for carrying out the Utility Work. The Contractor shall notify CDOT immediately if:

1. The Contractor becomes aware that any Utility Owner is not cooperating in identifying Utilities, negotiating or executing Work Orders, performing or approving any Utility Work, or delivering DRALs or CRALs;
2. A Utility Owner fails to complete design and/or construction work for which it is responsible on or before the deadline established in the applicable Work Order; or
3. Based on the progress made by the relevant Utility Owner, the Contractor believes that there is a possibility that the Utility Owner will not complete the Relocation of an Owner-Relocated Utility or any other Utility Work as required pursuant to a Utility Work Order to the extent and in the manner shown on the Utility Drawings within the time limits set out in the applicable Work Order; and
4. In each case (1), (2), or (3) advising CDOT whether the Contractor has complied in all respects with the requirements of this Section 7, including compliance with the SUA and the Utility Work Order with respect to the relevant portion of the Utility Work.

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After delivery of such notice, the Contractor shall continue to diligently pursue the Utility Owner's cooperation and shall assist CDOT in any attempts to reach a solution through the dispute resolution procedure outlined in the Utility Relocation Agreement.

The Contractor shall document any incurred costs as a direct result of the Utility Owner's failure to cooperate or perform its obligations under the SUA on a weekly basis and show how this failure to perform resulted in a delay to the Contractor's Work schedule and adversely affected the completion deadline. Utility delays shall be handled in accordance with Book 1, Section 6.2 and Book 1, Section 13.5.

In the event that CDOT pursues legal action against a Utility Owner pursuant to Section 43-1-1411, Colorado Revised Statutes, the Contractor shall cooperate as reasonably requested by CDOT in connection with such lawsuits, including having the Contractor's staff and Subconsultants act as witnesses in such lawsuits and providing information, reports, graphs, photos, plans, renderings, and similar materials to CDOT's counsel at the Contractor's expense.

## **7.6 Utility Work Procedure**

### **7.6.1 Utility Agreements**

A checklist for utility agreement instructions is included in the Reference Documents. The CDOT SUAs executed with each Utility Owner whose Utilities are, or may be, affected by the Project will be provided in the Reference Documents as the Agreements are executed. If a specific SUA is not executed by the Proposal Due Date, the Contractor shall utilize the checklist and instructions for that specific Utility Owner, unless directed otherwise by CDOT.

If the Contractor identifies Utility Work that is required from a Utility Owner without an executed SUA, CDOT may enter into a SUA with the Utility Owner. The Contractor shall not be a party to any Standard Utility Agreement and shall not be responsible for negotiating the Agreement. CDOT will be responsible for drafting and negotiating the SUA. The Contractor shall be responsible to coordinate with the Utility Owner as if it had an executed SUA.

### **7.6.2 As-Constructed Plans**

Where the Utility Owner performs the Utility Work, the Utility Owner shall provide As-Constructed plans of the Relocation to CDOT and to the Contractor as soon as practicable, but not later than 90 Days after execution of a CRAL from the Contractor. The As-Constructed plans may be in the form of redlining changes that deviate from the approved DRAL plans or labeling the approved DRAL plans "constructed per plan." The Contractor shall show the Utility As-Constructed information on the final Project As-Constructed Documents for Acceptance.

Where the Contractor performs the Utility Work, the Contractor shall provide As-Constructed plans of the Relocation to CDOT and the Utility Owner as soon as practicable, but not later than 90 Days after execution of a CRAL from the Utility Owner. The As-Constructed plans may be in the form of redlining changes that deviate from the approved DRAL plans or labeling the approved DRAL plans "constructed per plan." The Contractor shall show the Utility As-Constructed information on the final Project As-Constructed Documents for Acceptance.

The Contractor shall plan, schedule, and perform all surveys required to document the location of As-Constructed features on the Project. The Contractor shall deliver the survey data (in a Bentley DGN format compatible with OpenRoads Designer survey format, including x, y and z coordinates) and field notes for CDOT Review upon completion of the survey. Errors and omissions found by CDOT shall be corrected by the Contractor and resubmitted. All Work in completing the As-Constructed survey shall be at the responsibility of the Contractor and shall be completed in accordance with the CDOT *Survey Manual*.

### 7.6.3 Utility Specifications

The Contractor shall consult with Utility Owners for required specifications and as listed in the executed SUAs.

### 7.7 Deliverables

All deliverables shall also conform to the requirements of Section 3 – Quality Management.

At a minimum, the Contractor shall submit the following for review, Approval, and/or Acceptance:

**Table 7-1 Deliverables**

| <b>Deliverable</b>   | <b>Review, Acceptance or Approval</b> | <b>Schedule</b>   |
|--|---------------------------------------|---|
| Contractor's Utility Tracking Report and Utility Matrix  | Review                                | Monthly or at CDOT's request  |
| Utility No-Conflict Closeout   | Acceptance                            | No later than 7 Days after delivery                                     |
| Definitive cost estimate to Utility Owner if Utility Owner will be reimbursing the Contractor for costs in connection with Utility Work shall be submitted to CDOT | Acceptance                            | As required per Section 7.3.4   |
| Draft Utility Work Order (including costs)   | Acceptance                            | As required per Section 7.3.4   |
| Final or Revised Utility Work Order (including costs)  | Approval                              | As required per Section 7.3.4   |
| Design of Relocation Acceptance Letter (DRAL)  | Acceptance                            | No later than 7 Days after completion of relocation design              |
| Construction of Relocation Acceptance Letter (CRAL)  | Acceptance                            | No later than 7 Days after completion and acceptance of relocation work |
| Meeting action/decision log  | Acceptance                            | No later than 7 Days after each meeting date                            |
| As-Constructed Documents   | Acceptance                            | No later than 90 Days after execution of a CRAL                         |
| Meeting minutes  | Acceptance                            | As required per Section 7.4.2   |

|   |        |                                     |
|---|--------|-------------------------------------|
| Correspondence between Contractor and any Utility Owner                   | Review | No later than 7 Days after delivery |
| Written notices to Utility Owners   | Review | As required per Section 7.4.4       |
| Written notice to CDOT of Utility Owner not meeting Work Order time frame | Review | Immediately after discovery         |
| Written notice of Utility Permit violation                                | Review | Immediately after discovery         |
| Written notice of failure of Utility Owner to carry out the Utility Work  | Review | Immediately after discovery         |

## 7.8 Exhibits

The following exhibits are provided in Reference Documents:

- Exhibit 7-A - Utility No-Conflict Closeout Form
- Exhibit 7-B - Form of Utility Work Order
- Exhibit 7-C - Form of Design of Relocation Acceptance Letter (DRAL)
- Exhibit 7-D - Form of Construction of Relocation Acceptance Letter (CRAL)
- Exhibit 7-E - Form of Buy America Certification
- Exhibit 7-F - Utility Conflict Matrix and Owner Information