7.0 UTILITY RELOCATIONS

This Section addresses the Utility Company (or Utility Owner) requirements. It does not apply to existing stormwater facilities, irrigation ditches, Intelligent Transportation Systems, Variable Message Signs, video and video detection systems, traffic signals, railroads, 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:

Betterments has the meaning given to it in the Utility Relocation Agreements.

Contractor's Utility Tracking Report has the meaning given to it in Section 7.3.2.

Pothole Log means the existing utility pothole information included with the Reference Documents.

Public Utilities means a Utility that is owned by a public agency or political subdivision of the State.

Private Utilities means a Utility that is owned by a private company.

Requested Relocation means any Private Utility relocation requested by a Utility Owner to be performed by the Contractor.

Unidentified Utility means a Utility that is discovered during construction that was not included in the Utility Data.

Utility Data means the Pothole Log, the Utility Drawings, the Utility Matrix, and utility information from the Utility Owners that are included with the Reference Documents.

Utility Drawings means the Utility plan design sheets included with the Reference Documents.

Utility Matrix means the Project Utility Matrix that lists the Utility Data included with the Reference Documents.

Utility Permit has the meaning given to it in the Utility Relocation Agreements. Additionally, CDOT will issue permits for Utility Work on US 6 and I 25, and local agency permits will be required for Utility Work on City and County of Denver Streets including Federal Boulevard.

Utility Relocation Agreements (URA) means the executed agreements between CDOT and Utility Owners for the Project that are included with the Reference Documents.

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 both existing and planned Utilities. 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 URAs. 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 reasonable efforts to anticipate and avoid Utilities, and to otherwise minimize and/or mitigate the consequences of the Utility Relocations.

7.1.1 Utility Work

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

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. Development and updates of the Contractor's Utility Tracking Report.
3. Preparation and execution of the Utility No-Conflict Close-Out Form for Acceptance by CDOT.
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 and Acceptance by CDOT.
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 and Acceptance by CDOT.
7. Removal of Abandoned existing Public Utilities. If impractical to remove, flow-fill of abandoned existing Public Utilities that are greater than ~~12~~6-inches in diameter.
8. Review of the Utility Relocation design for each Private Utilities Relocation, then verification of and acceptance by the Form of DRAL that each Utility Relocation is compatible with the Project.
9. Reimbursement to 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 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, or acquisition of, replacement easement required for Utility Work pursuant to Book 2, Section 8, Right-of-Way.
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.
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 URAs.
18. Performing and coordinating As-Built plans for all Utility Work Orders.
19. Identification and removal of abandoned Private Utilities as required to complete the Work.
20. All necessary Work associated with Utility Work.
~~20.~~21. The Contractor shall be responsible for payment of overtime or after hour inspection fees as required by the utility owner.

7.1.2 Exclusions From Utility Work

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

1. Issuance of any Utility Permit to any Utility Owner.
2. Provision and maintenance of any insurance in excess of the Contractor's obligations in Book 1, Section 97.
3. Any work expressly required to be undertaken by CDOT or a Utility Owner in accordance with URAs or the terms of any Work Order.
4. Construction of the Private Utilities Relocations, including service lines and temporary relocations, unless identified as a Requested Relocation.
5. Abandonment of existing Private Utilities, unless identified as a Requested Relocation.
6. Utility Removal Work outside of the Project limits.
7. Providing traffic control ~~when~~ for Utility betterment Work ~~is~~ outside of the Project limits.

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 to a URA 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 the Contract Documents.

7.2 Performance Standards

7.2.1 Utility Owners

Except as otherwise provided in the applicable URA, 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), and construction methods that are current at the Proposal Due Date. 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 within the completed Project limits

7.3 Identification of Utilities

7.3.1 CDOT-Supplied Information

See Reference Documents for a list of all known Utility Owners within and/or adjacent to the ROW, including contact information.

CDOT has completed an initial Utility investigation, including some subsurface utility engineering, 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.

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 (such as subsurface utility engineering), as appropriate, taking into consideration the possibility that Utility Owners may provide inaccurate or inexact information with regard to their Utilities. If the Contractor's investigations identify Unidentified Utilities, the Contractor shall notify CDOT and the relevant Utility Owner 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.

The Contractor shall at least monthly and otherwise upon CDOT's reasonable request, deliver to CDOT for review in accordance with the Utility Owner's URA, the Contractor's Utility Tracking Report which shall update and expand the Utility Matrix to include the following information (unless otherwise agreed between the Parties):

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

7.3.3 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 Utility 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 applicable URA, the scope of work, the implementation schedule, and any 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 applicable URAs, and shall

submit such estimate to CDOT. 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 applicable URA. 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 URAs 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 applicable URAs, 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 Utility Work Order, that amount shall be paid to the Utility Owner in accordance with the terms of the applicable URA.

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 with the second paragraph under Section 7.3.3, the Contractor shall submit each draft Utility Work Order to CDOT for Acceptance.

CDOT shall 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/execution and shall itself execute the Utility Work Order, in each case in accordance with the applicable URA; and
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 applicable URA. Such a 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.

7.3.4 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. The Contractor shall make payment to a Utility Owner within 60 Days of receipt of the Owner's invoice.

7.3.5 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.

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 applicable URAs. 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.

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 7.3.3, above, and Book 1, Section 6.2, after execution of a Utility Work Order, the Contractor shall schedule regular meetings with the relevant Utility Owner to complete the Utility Work pursuant to the terms of the

Utility 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, which CDOT may attend in its discretion, unless a shorter notice period is agreed to by CDOT and 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 to and reasonably necessary under the circumstances.

7.4.2.3 Meeting Minutes/Correspondence

The Contractor shall produce meeting minutes of all Utility Work meetings with Utility Owners and/or CDOT and shall distribute copies of the meeting minutes 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.

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 Utility Work Order.

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

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 URAs, with copies submitted for review 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 timeframe(s) in the Utility Work Order. The Contractor shall provide such written notice to CDOT for review immediately after discovery.

If the Utility Owner is performing Utility Work that requires a CDOT Utility Permit, the Contractor shall verify 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 for review 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 via e-mail.

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 provide written notice to CDOT immediately for review if:

1. The Contractor becomes aware that any Utility Owner is not cooperating in identifying Utilities, negotiating or executing Utility 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 Utility Work Order; or
3. Based on the progress made by the relevant Utility Owner, the Contractor believes that
4. 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 Utility Work Order; and
5. In each case (1), (2), or (3) advising CDOT whether the Utility Owner has complied in all respects with the requirements of this Section 7, including compliance with the applicable URA and the applicable Utility Work Order with respect to the relevant portion of the Utility Work.

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 applicable 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 applicable URA in a timely manner.

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 legal actions, including having the Contractor's staff and Subconsultants act as witnesses in such legal actions 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

The Reference Documents include the CDOT URAs with each Utility Owner whose Utilities are, or may be, affected by the Project.

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

7.6.2 As-Built Plans

Where the Utility Owner performs the Utility Work, the Utility Owner will provide As-Built 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-Built plans may be in the form of redlining changes that deviate from the Accepted DRAL plans or labeling the Accepted DRAL plans “constructed per plan.” The Contractor shall show the Utility As-Built information on the final Project As-Built Documents for Acceptance.

Where the Contractor performs the Utility Work, the Contractor shall provide As-Built 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-Built plans may be in the form of redlining changes that deviate from the Accepted DRAL plans or labeling the Accepted DRAL plans “constructed per plan.” The Contractor shall show the Utility As-Built information on the final Project As-Built Documents for Acceptance.

7.7 Exhibits

Exhibit A - Utility No-Conflict Closeout Form

Exhibit B - Form of Utility Work Order

Exhibit C - Form of Design of Relocation Acceptance Letter (DRAL)

Exhibit D - Form of Construction of Relocation Acceptance Letter (CRAL)

7.8 Deliverables

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

Deliverable	Review, Acceptance, or Approval	Schedule
Contractor's Utility Tracking Report	review	Monthly or at CDOT's request per Section 7.3.2
Utility No-Conflict Closeout	Acceptance	As required per Section 7.1.1
Draft Utility Work Order	Acceptance	As required per Section 7.3.3
Final or Revised Utility Work Order (including costs)	Approval	As required per Section 7.3.3
Design of Relocation Acceptance Letter (DRAL)	Acceptance	As required per Section 7.1.1
Construction of Relocation Acceptance Letter (CRAL)	Acceptance	As required per Section 7.1.1
As-Built plans	Acceptance	As required per Section 7.6.2
Meeting minutes	Acceptance	As required per Section 7.4.2.3
Correspondence between Contractor and any Utility Owner	review	As required per Section 7.4.2.3
Written notices to Utility Owners	review	As required per Section 7.4.4.1
Written notice to CDOT of Utility Owner not meeting Work Order time frame	review	As required per Section 7.4.4.2
Written notice of Utility Permit violation	review	As required per Section 7.4.4.2
Written notice of failure of Utility Owner to carry out the Utility Work	review	As required per Section 7.5

All deliverables shall also conform to the requirements of Book 2, Section 3, Quality Management.