

## **7.0 Utility Relocations**

CDOT has completed an initial Utility investigation for this design build project. This investigation included gathering key maps from the various private utility owners. CDOT has many CDOT-owned service lines in and around the EJMT. The locations of these lines are not shown in the Reference Documents. The Contractor shall be responsible to positively locate, pothole, and survey the private utility lines and the CDOT-owned lines as necessary to determine whether or not any of the lines are in conflict with the construction of this Project.

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.

### **7.1 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*** – as defined in Book 1 Exhibit A.

***Contractor's Utility Tracking Report*** – as defined in Section 7.4.2.

***Pothole Log*** – the existing utility pothole information. Potholing has not been conducted and is not part of the Reference Documents.

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

***Private Utility*** – a Utility that is owned by a private company.

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

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

***Utility Data*** – utility information from the Utility Owners that are included with the Reference Documents.

***Utility Drawings*** – the Utility plan design sheets included with the Reference Documents.

***Utility Memo*** – the Project Utility Memorandum provided as a Reference Document, describing CDOT's utility investigation efforts for this Project.

***Utility Owner and Contacts List*** – the list created by CDOT and maintained by the Contractor providing the full name, postal address, phone number, and email address for each utility listed in the Utility Memo.

***Utility Permit*** – any CDOT issued permit for Utility Work on the Project.

***Utility Relocation Agreements (URA)*** – the executed agreements between CDOT and Utility Owners for the Project.

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*Utility Work Order (UWO)* – an agreement among the utility owner and CDOT, and, where applicable, the CDOT Project Coordinator to implement part of the URA.

*Utility Work* – 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.

### **7.2 General Utility Work Obligations**

The Project will have minimal impacts to existing utilities within the Project limits. 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 the 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 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.

#### **7.2.1 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, and this Section.

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

1. Verification of all Utilities as identified or described in the Utility Memo, 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 Closeout Form for Acceptance by CDOT.
4. Negotiation, preparation, and execution of the UWO 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 from the Utility Owner by using the Design of Relocation Acceptance Letter (DRAL) and Acceptance by CDOT.
6. Construction of the Public Utilities Relocations, including service lines and temporary relocations, and obtaining the construction acceptance from the Utility Owner by using the Construction Relocation Acceptance Letter (CRAL) and Acceptance by CDOT.
7. Removal of Abandoned existing Public Utilities. If impractical to remove, flow-fill of abandoned existing Public Utilities which are greater than 12-inches in diameter.
8. Review of the Utility Relocation design for each Private Utilities Relocation, then verification of and acceptance of the 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 necessary for the Contractor's convenience, but not as a result of being in direct conflict with the Work.
10. Inspection of the Utility Relocation construction for each Private Utilities Relocation, then verification and acceptance of the CRAL that each Utility Relocation is compatible with the Project.

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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.
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 the Contractor or performed by a Utility Owner within the Project limits.
14. Providing public information for Utility Work performed by the Contractor, or performed by the Utility Owner.
15. Coordinating traffic control for Utility Work to be performed by the Contractor or 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 UWOs.
19. Identification and removal of abandoned Private Utilities, as required to complete the Work.
20. All necessary Work associated with Utility Work.

### **7.2.2 Exclusions from Utility Work**

Utility Work excludes 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 9.
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 Utility Work is outside of the Project limits.

### **7.2.3 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 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.

## **7.3 Performance Standards**

### **7.3.1 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.

## **7.4 Identification of Utilities**

### **7.4.1 CDOT-Supplied Information**

See the Utility Memo 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 and has identified all known Utilities that may be impacted by the Project. CDOT has not performed a complete investigation of service lines. As-built utility information is provided in the Reference Documents.

### **7.4.2 Contractor 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 identified in the Utility Memo or shown in the Reference Documents, 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 Closeout Form, or pursuant to a UWO 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 be updated to include the following information (unless otherwise agreed between the Parties):

1. Meeting dates with Utility Owners for each draft UWO
2. The relevant number and execution date of each executed UWO

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3. Each No-Conflict Closeout 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

### **7.4.3 Utility Work Orders**

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

Prior to executing any UWO, 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 UWO 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 Utility Owner under a UWO for each Private Utility 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 Utility Owner Relocated Utility pursuant to a UWO, 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 UWO shall include the direct impact of such UWO 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 7.4.3, the Contractor shall submit each draft UWO to CDOT for Acceptance.

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

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

1. The Contractor shall submit the Accepted UWO to the Utility Owner for approval/execution and CDOT for Approval/execution and shall itself execute the UWO, 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 UWO as part of the Work.

The Contractor shall revise any UWO if and when necessary in accordance with the terms of the applicable URA. Such a revised UWO shall be drafted and executed in accordance with the same procedures applicable to the drafting and execution of the original UWO under this Section.

### **7.4.4 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.

### **7.4.5 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.

## **7.5 Utility Coordination**

### **7.5.1 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.

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5. Avoid multiple Relocations of the same Private Utility, in accordance with the Contract Documents.

### **7.5.2 Utility Meetings**

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

In addition to any meetings or negotiations required under Section 7.4.3, above, and Book 1, Section 6.2, after execution of a UWO, the Contractor shall schedule regular meetings with the relevant Utility Owner to complete the Utility Work pursuant to the terms of the UWO. 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 five 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.

#### **7.5.2.2 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 five days' prior notice of any proposed meetings, unless a shorter notice period is agreed to and reasonably necessary under the circumstances.

#### **7.5.2.3 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 seven days after each meeting date. The Contractor shall provide copies of all correspondence between the Contractor and any Utility Owner to CDOT for review no later than seven days after delivery.

### **7.5.3 Review Schedules**

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

### **7.5.4 Notices**

#### **7.5.4.1 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.

#### **7.5.4.2 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 UWO. 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 Utility Permit, the Contractor shall verify that the Utility Permit has been obtained and the Work is in compliance with the Utility Permit. If the Contractor

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determines that the Utility Owner does not have the required 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.

### **7.5.4.3 To Utility Notification Center of Colorado**

The Contractor shall arrange for the Utility Notification Center of Colorado (UNCC) to provide software and training for the Contractor to order call tickets to have utility field locates performed. Training sessions for new and current WTE (Web Ticket Entry) users are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of every month from 9 am – 12 pm at UNCC (16361 Table Mountain Parkway, Golden, CO 80403). The Contractor shall contact the UNCC WTE Department at [wte@co811.org](mailto:wte@co811.org) to make arrangements for the training.

## **7.6 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 UWOs, 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 UWO; or
3. Based on the progress made by the relevant Utility Owner, the Contractor believes there is a possibility the Utility Owner will not complete the Relocation of an Owner-Relocated Utility or any other Utility Work as required pursuant to a UWO to the extent and in the manner shown on the Utility Drawings within the time limits set out in the applicable UWO; and
4. In each case (1), (2), or (3) advising CDOT whether the Utility Owner has complied in all respects with the requirements of this Section including compliance with the applicable URA and the applicable UWO 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 URA. 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, of the 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.

## **7.7 Utility Work Procedure**

### **7.7.1 Utility Agreements**

The Reference Documents do not include any URAs.

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.

### **7.7.2 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.

## **7.8 Exhibits**

Exhibit A – Utility Tracking Report (Template)

Exhibit B – Not Applicable

Exhibit C – Utility No-Conflict Closeout Form

Exhibit D – Design of Relocation Acceptance Letter (DRAL)

Exhibit E – Construction of Relocation Acceptance Letter (CRAL)

Exhibit F – CDOT Utility Relocation Permit

Exhibit G – Utility Work Order

## **7.9 Deliverables**

At a minimum, the Contractor shall submit the following to CDOT for Review, Approval, or Acceptance:

**Table 7-1: Deliverables by the Contractor**

<b>Deliverable</b>	<b>Review, Acceptance, or Approval</b>	<b>Schedule</b>
Utility No-Conflict Closeout	Acceptance	As required per Section 7.2.1
Design of Relocation Acceptance Letter (DRAL)	Acceptance	As required per Section 7.2.1
Construction of Relocation Acceptance Letter (CRAL)	Acceptance	As required per Section 7.2.1
Contractor's Utility Tracking Report	Review	Monthly or at CDOT's request per Section 7.4.2
Draft UWO	Acceptance	As required per Section 7.4.3
Final or Revised UWO (including costs)	Approval	As required per Section 7.4.3
Meeting minutes	Acceptance	As required per Section 7.5.2.3
Correspondence between Contractor and any Utility Owner	Review	As required per Section 7.5.2.3
Written notices to Utility Owners	Review	As required per Section 7.5.4.1
Written notice to CDOT of Utility Owner not meeting Work Order time frame	Review	As required per Section 7.5.4.2
Written notice of Utility Permit violation	Review	As required per Section 7.5.4.2
Written notice of failure of Utility Owner to carry out the Utility Work	Review	As required per Section 7.6
As-Built plans	Acceptance	As required per Section 7.7.2

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