

7.0 UTILITY RELOCATIONS

This Section does not apply to existing storm-water facilities, intelligent traffic systems, variable message signs, video and video detection systems, 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.

7.1 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 Utility Relocation Designs. 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).

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.

Public Utilities - Except as otherwise stated in this Section, the Work shall include all Utility Work related to existing Public Utilities that is necessary or advisable to accommodate or permit construction of the Project.

Private Utilities - Except as otherwise stated in this Section, the Work shall include coordinating all Utility Work performed by the Utility Owner related to existing Private Utilities that is necessary or advisable to accommodate construction of the Project.

7.1.1 Utility Work

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

1. Performance of all tasks, obligations and duties assigned to CDOT and/or the Contractor in the Utility Agreements.
2. Identification and verification of utility locations by investigating all utilities located within or near the Right-of-Way or otherwise affected by the Project. This may include potholing, if necessary.
3. Prepare and execute No Conflict Close-Out Form for Utility Information Sheet (UIS).
4. Cooperation with CDOT at the Contractor's expense, as reasonably requested by CDOT, in connection with negotiating and preparing Utility Relocation Design (URD) by the Private Utility Owner. This obligation shall include preparing and providing such written information concerning the Project (such as reports, plans and surveys) as requested by CDOT.
5. Review each Private Utility URD, then verify and accept that each utility relocation, as designed is compatible with the Project.

6. Preparation of Utility Relocation Design (URD) for each required Public Utility Owner Utility Information Sheet (UIS), and obtaining design acceptance from the Utility Owner.
7. Construction of the Public Utilities Relocations including service lines and temporary relocations.
8. Abandonment and/or Removal of existing Public Utilities.
9. Resurfacing and restriping of streets, 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 Right-of-Way or within utility easements and permanent easements.
10. Showing each Utility Relocation on the Contractor drawings, for all public and private URD's.
11. Verification that all Utility Work performed by the Contractor or by the Utility Owner has been accomplished in accordance with the Contract Documents and the Contractor drawings.
12. Coordination and schedule verification with all Utility Owners as necessary, for all public and private URD's.
13. Providing public information for Utility Work performed by Contractor, or performed by the Utility Owner.
14. Performing traffic control for Utility Work performed by Contractor, or performed by the Utility Owner.
15. Providing survey coordinates on the Utility Relocation Design (URD) and in the field for construction of the Utility Relocations.
16. Performing Incidental Utility Work.
17. Performing and coordinating as-built plans for all public and private URD's.
18. All necessary Work associated with Utility Work.

7.1.2 Exclusions From Utility Work

Activities excluded from work for all private utilities and public utilities are as follows:

1. Preparing Private Utility Relocation Design (URD).
2. Construction of the Private Utilities relocations including service lines and temporary relocations.
3. Abandonment and/or removal of existing Private Utilities.
4. Reimbursement of Utility Owner's inspection costs.

5. Utility Removal Work outside of the Right-of-Way.
6. Providing traffic control when Utility Work is outside of the Right-of-Way.

7.1.3 Contractor's Responsibility to Perform

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

7. Whether or not the Utility was indicated in the Reference Documents, or if indicated, whether or not the Utility was accurately indicated;
8. 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 URD 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 URD, 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 or requirements of the Contract Documents, CDOT in its sole discretion, shall determine which shall govern.

In case of any inconsistency among any standards included or referenced, CDOT in its sole discretion shall determine which shall govern. The Contractor shall be responsible for resolution of any unresolved ambiguity prior to proceeding with any Utility Work.

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 all known Utilities that may be impacted by the Project. CDOT has not performed a complete investigation of service lines. The results of CDOT's investigations with respective proposed Relocation information are shown on the Utility Tracking Report and UIS's that are included in the Reference Documents.

See Reference Documents, for Utility Owner key maps.

7.3.2 Contractors Investigations

The Contractor shall take all actions necessary to identify and confirm the existence and exact location, size and type of all Utilities within the ROW or otherwise potentially impacted by the Project, whether or not such Utilities are shown in the UISs, and 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 Utilities (excluding service lines) not described in the UISs or inaccurately described in the UISs, the Contractor shall create a new UIS to document and track the Utility location.

The Contractor shall determine and document the condition of all existing Utilities, in accordance with the Utility Owners standard practice, prior to and following the Project construction.

7.3.3 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 on the Project.

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 itself 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. Contractor shall make payment to a Utility Owner within 60 Days after receipt of the owner's invoice.

7.4 Utility Coordination

7.4.1 General

The Contractor shall be responsible for coordination of all activities and coordination with the Utility Owners and CDOT in order to accomplish all Utility Work. 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;
9. Consider, to the extent practicable, Utility Owners' needs for the allocation of resources to perform their respective Utility Work in a timely manner;

10. 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; and
11. Avoid multiple Relocations of the same Private Utility, in accordance with the Contract Documents.

7.4.2 Utility Meetings

7.4.2.1 Between CDOT and the Contractor

The Contractor shall be available to meet at the request of CDOT as necessary to discuss and resolve matters relating to the Utility Work.

7.4.2.2 Minutes

The Contractor shall produce minutes of all meetings with Utility Owners and/or CDOT, in compliance with its standard practice, and shall distribute copies of the minutes to the Utility Owner and CDOT within seven Days after each meeting date.

7.4.3 Review Schedules

Estimated schedules for reviews are as follows: (a) 30 Days for Utility Owner or Contractor to review and accept or provide comments on the URD developed by the other party, and (b) 14 Days for Utility Owner or Contractor to re-review any URD that is revised by the other party, Failure to respond to a URD review submittal in a timely manner does not constitute an approval.

For Utility Work performed by the Utility Owner, a reasonable schedule required for each activity shall be negotiated between the Utility Owner, the Contractor and CDOT and shall be reflected in the URD. The times noted in the URD for Utility Work shall prevail over the estimated times noted in this Section 7 or in the applicable agreement.

In developing its Project schedule, the Contractor shall allow for appropriate time for the performance of Utility Work assigned to the Utility Owners and/or the Contractor pursuant to the URDs.

7.4.4 Cost Estimates

If CDOT will be reimbursing a Utility Owner for any costs in connection with Utility Work, (e.g. provide power source for lighting, or other eligible relocation costs) 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 Utility Agreements, and shall submit such estimate to CDOT. After Acceptance by CDOT, the estimate shall be incorporated into the applicable URD. Reimbursement shall be made from CDOT's force account. Payment of Utility invoices shall be made within thirty (30) days after completion of Relocation Work Construction Inspection Acceptance Letter.

Where possible, all reimbursements shall be negotiated on a "lump sum" rather than on an "actual cost" basis, unless otherwise Accepted by CDOT. However, no lump sum arrangement will be entered into for Utility Work if such arrangement would preclude federal reimbursement pursuant to 23 CFR Section 645.113(f).

7.4.5 Notices**7.4.5.1 To Utility Owners**

In order to maintain the Project schedules, the Contractor shall issue all notices, in writing, to the Utility Owners called for under the Utility Agreements, 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 any Activities associated with the Work.

7.4.5.2 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 URD. 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.

7.4.5.3 To UNCC

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. Contractor shall contact Ms. Melonie Wellensick at (303) 205-6331 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

The Contractor shall immediately notify CDOT, in writing, if the Utility Owner is not cooperating in providing needed Utility Work or approvals. After notice, the Contractor shall assist CDOT as reasonably requested with regard to the problem. In addition to and without limiting its rights pursuant to the preceding paragraph, CDOT may, in its sole discretion, decide to take legal action against an uncooperative Utility Owner. In such cases, the Contractor shall cooperate as reasonably requested by CDOT in connection with such lawsuits, including having the Contractor's staff and consultants 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**

See Appendices for the CDOT Agreements with each Utility Owner whose Utilities are, or may be affected by the Project.

If the Contractor identifies Utility Work belonging to 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 shall be responsible for drafting and negotiating the agreement. The Contractor will be responsible to coordinate with such Utility Owner as if it had an executed Utility Agreement.

7.6.2 Utility Tracking Report, Exhibit A

The Contractor shall maintain a current Utility Tracking Report similar to Exhibit A, that is available for review by CDOT at all times. The report shall update and expand the CDOT supplied Utility Tracking Report in the Reference Documents, by listing all UIS's (CDOT supplied and any additions from field investigation) for each existing Utility located within the ROW or otherwise potentially impacted by the Project.

7.6.3 Utility Information Sheet (UIS), Exhibit B

The Contractor shall create a new UIS to document and track Utilities (excluding service lines) discovered from the Contractor's investigations that are not described in the UIS's supplied by CDOT. The Contractor shall provide the Utility Information Sheet (UIS) to the respective Utility Owner to review and sign. A copy shall be submitted to CDOT.

7.6.4 Utility No-Conflict Closeout Form, Exhibit C

Once the Contractor has determined that a Utility shown on the Contractor's Utility Tracking Report is not a conflict, the Contractor shall provide a Utility No-Conflict Closeout Form to the respective Utility Owner to review and sign. A copy shall be submitted to CDOT.

7.6.5 Utility Relocation Design (URD), Exhibit D

The Contractor shall comply with the terms of all Utility Agreements including all obligations assigned to CDOT, except as otherwise stated in this Section 7.

The Utility Agreement with each Utility Owner establishes a framework for addressing utility issues within the Project affecting that Utility Owner. Pursuant to the applicable agreement, CDOT intends to enter into a Utility Relocation Design (URD) for each Utility conflict that will address specific terms relevant to Utility Work. The Contractor shall negotiate the terms of each URD with the Utility Owner, subject to CDOT's Acceptance.

Each Utility Relocation Design (URD), shall use the format of Exhibit D, and have a Contractor generated preliminary Contractor drawings (used to identify the conflict), any applicable Utility Work design details, any required cost estimates, and ROW or utility easement documents (when applicable), for the respective Utility Work. Each URD shall include a Project schedule that includes the performance of the Utility Work.

Utility Relocation Design plans prepared by the Utility Owners will vary as to format and design details, including the CADD systems used by the Utility Owners, if any. The Contractor shall review and approve, or provide comments to the Utility Owner as appropriate, that the final Utility Relocation Design is compatible with the Project.

All Utilities shall remain fully operational during all phases of Utility Work except as specifically allowed and approved by the Utility Owners. If the Contractor proposes shutdowns and/or

temporary diversions of a Utility, the Utility Owner must approve the shutdowns and/or temporary diversions.

The process for execution of a URD shall be as follows:

1. Each URD, including any required exhibits, shall be submitted for review and acceptance by the Contractor and the Utility Owner;
2. After each URD has been executed by the Utility Owner and the Contractor, it shall be submitted for review and acceptance by CDOT;
3. After a URD has been fully executed, no modifications to the Utility Work shall be made without processing a revised URD; and
4. Utility Work shall not begin until the applicable URD has been fully executed by all three parties.

7.6.6 Construction Inspection Acceptance Letter – (Utility Owner), Exhibit E (1)

Each Utility Owner shall have the right to inspect the Utility Work performed on its Utilities by the Contractor. The Contractor shall not unreasonably refuse such Utility Owner inspection requests and shall coordinate the schedule and scope of such inspections with the Utility Owner.

The Contractor shall perform all construction of the relocations in accordance with the approved Utility Relocation Design, the requirements of the Contract Documents, the Utility Agreements and the written standards and construction methods of the respective Utility Owners. The Contractor shall document acceptance of the Utility Work from the Utility Owner by obtaining a Construction Inspection Acceptance Letter – (Utility Owner) and submitting a copy to CDOT. In the event of a conflict between the requirements of the Utility Owner or requirements of the contract documents, CDOT, in its sole discretion, shall determine which shall govern.

7.6.7 Construction Inspection Acceptance Letter – (Contractor), Exhibit E (2)

In order to evidence its acceptance of construction of the Utility Work performed by the Utility Owner, the Contractor shall review and accept, or provide comments to the Utility Owner as appropriate, that the construction of the Relocation is compatible with the Project. The Contractor shall submit an executed Construction Inspection Acceptance Letter – (Contractor) to the Utility Owner and to CDOT. The Contractor shall immediately notify the Utility Owner and CDOT in writing of any noncompliance or inconsistency with the approved Utility Relocation Design.

7.6.8 CDOT Utility Permit, Exhibit F

The Utility Owner will be responsible for obtaining all local agency utility permits and the CDOT Utility Permit for Utility Work. The Contractor shall verify that the Utility Owner has obtained these permits. In the event the Contractor determines that a Utility Owner does not have the required permits, the Contractor shall immediately notify CDOT in writing.

7.6.9 As-Built Plans

Where the Utility Owner performs the Utility Work, the Utility Owner shall 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 Utility Relocation Construction Inspection Acceptance Letter from the Contractor. The as-built plans may be in the form of redlining changes that deviate from the approved URD or labeling the approved URD “constructed per plan”. The Contractor shall show the Utility as-built information on the final Project as-built drawings.

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 Utility Relocation Construction Inspection Acceptance Letter from the Utility Owner. The as-built plans may be in the form of redlining changes that deviate from the approved URD or labeling the approved URD “constructed per plan”. The Contractor shall show the Utility as-built information on the final Project As-Built Documents.

Appendices

- A. Utility Agreement (Contractor Adjusted Utility Agreement) for a Public Owner (Arista Metropolitan District, City & County of Broomfield)
- B. Letter of Utility Agreement for a Private Owner (Comcast Cable, Qwest, Xcel Energy – Gas Operations)
- C. Utility Relocation Agreement (Xcel Energy- Electric Distribution) - Pending

Exhibits

- A. Utility Tracking Report
- B. Utility Information Sheet (UIS)
- C. Utility No-Conflict Closeout Form
- D. Utility Relocation Design (URD)
- E. Construction Inspection Acceptance Letters (Utility Owner and Contractor)
- F. CDOT Utility Permit