

**EXHIBIT C(1)b  
PUBLIC OWNER  
WORK ORDER/Change Order**

PSURA No.: _____	UDS No. _____
Work Order No.: _____	Work Order Revision No.: _____
Work Breakdown Structure #: _____	Change Order No: _____

NAME OF "Owner": \_\_\_\_\_

**LOCATION**

\_\_\_\_\_

**DESCRIPTION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ALLOCATION OF PERFORMANCE RESPONSIBILITY FOR RELOCATION WORK**

**Utility Relocation Plan**      The Contractor:       The Owner:       (Owner Project #: \_\_\_\_\_)

**Construction of Relocation:**      The Contractor:       The Owner:       (Owner Project #: \_\_\_\_\_)

**Remaining utility work as defined in the PSURA:**      The Contractor:

**ALLOCATION OF COST RESPONSIBILITY FOR RELOCATION WORK BY THE OWNER**

**Utility Relocation Plan**      CDOT Pays The Owner \$ \_\_\_\_\_

**Construction of Relocation:**      CDOT Pays The Owner \$ \_\_\_\_\_

Between CDOT and the Owner, CDOT is responsible for all utility costs.

Lump Sum \$ \_\_\_\_\_ ; **OR**      Actual Costs Not To Exceed \$ \_\_\_\_\_

**Remaining utility work as defined in the PSURA:**      Between CDOT and the Contractor, all costs are included in the Contract Price.

**ALLOCATION OF COST RESPONSIBILITY FOR RELOCATION WORK BY THE CONTRACTOR**

**Utility Relocation Plan**

CDOT Pays The Contractor \$ \_\_\_\_\_ ; If Betterment, The Owner Pays CDOT \$ \_\_\_\_\_

**Construction of Relocation:**

CDOT Pays The Contractor \$ \_\_\_\_\_ ; If Betterment, The Owner Pays CDOT \$ \_\_\_\_\_

**Remaining Utility work as defined in PSURA:**

CDOT Pays The Contractor \$ \_\_\_\_\_ ; If Betterment, The Owner Pays CDOT \$ \_\_\_\_\_

(see attached Contractor's Cost Estimate)

Lump Sum \$ \_\_\_\_\_ ; **OR**      Actual Costs Not To Exceed \$ \_\_\_\_\_

**ALLOCATION OF COST RESPONSIBILITY FOR THE OWNER'S CONSTRUCTION INSPECTION FEES**

Contractor pays Owner Estimated Costs Not To Exceed; CDOT Pays Contractor \$ \_\_\_\_\_

; **OR**     The Owner responsible for costs

**SCHEDULE (THIS WORK ORDER ONLY):**

**For Utility Relocation Plan:**

Start Date: \_\_\_\_\_

Submittal Date (OSD) \_\_\_\_\_

Signs Utility Relocation \_\_\_\_\_

Plan Acceptance Letter \_\_\_\_\_ (# of Days After OSD)

**SCHEDULE (THIS WORK ORDER ONLY):**

**For construction of Relocation:**

Start Date: \_\_\_\_\_

Estimated Completion Date (CD) \_\_\_\_\_

Signs Construction Inspection \_\_\_\_\_

Acceptance Letter \_\_\_\_\_ (# of Days After CD)

**COST ESTIMATE SUMMARY**

The Contractor shall provide a summary(s) of the estimated cost for all utility work under this Work Order. The Contractor shall provide such summary(s) whether the utility work is to be performed on an actual cost basis or on a lump sum basis. Such cost estimate(s) shall be attached and incorporated into this Work Order. **The Contractor shall not exceed the total amount of the estimate for that utility work until CDOT has issued a revised Work Order to provide additional funds.** CDOT will determine if the cost is fair and reasonable.

**A.** The summary shall be prepared in accordance with the provisions of Contract Section 13 "Changes in the Work", and in the format described below, and the Contractor shall include reference to appendices detailing the basis for the values entered in the summary and attach all supporting documentation.

<u>Item</u>	<u>Description</u>	<u>Cost</u>	<u>Ref: Appendix</u>
1	Construction Labor	\$ -	___
2	Non-Construction Labor	\$ -	___
3	Direct Material	\$ -	___
4	Equipment	\$ -	___
5	Permit Fees	\$ -	___
6	Other Direct Costs	\$ -	___
7	Markup (items 1 - 6 only)	\$ -	___
	SUBTOTAL (items 1-7)	\$ -	
8	Subcontractor (s)	\$ -	___
9	Markup	\$ -	___
	SUBTOTAL (items 8 & 9)	\$ -	
	<b>TOTAL</b>	<b>\$ -</b>	<b>___</b>

**WORK ORDER WILL ALSO FUNCTION AS A CHANGE ORDER**

If the box to the left is checked and initialed by the CDOT Representative, this Work Order will also function as a Change Order pursuant to Section 6.2.7.1 of the DB Contract. In that event certain Change Order provisions will be attached, as Attachment A. However, Attachment A shall be between CDOT and the Contractor only, and the Owner shall not be a party to or affected thereby.

Attachment A attached

**FOR CDOT INTERNAL ACCOUNTING PURPOSES ONLY:**

PSURA Encumbrance:		\$ -
Costs this Work Order only:	\$ -	
Total cost incurred to Date for all Work Orders:	\$ -	
Remaining PSURA Balance:		\$ -

THIS WORK ORDER ("Work Order") is entered into by the Owner, the Contractor and then CDOT to implement in part that certain PSURA identified on the face page, as the same may be amended from time to time. The face page of this Work Order is in a table format and contains specific information concerning certain utility work to be performed hereunder, which page and information shall be considered part of this Work Order.

## UTILITY WORK TO BE DONE

**PSURA.** This Work Order is issued to authorize the utility work described herein. The PSURA and all of the provisions thereof are incorporated into this Work Order by this reference. All attachments referenced in this Work Order are incorporated herein by such reference. All utility work shall be performed in accordance with the requirements of the PSURA, however, this Work Order shall prevail to the extent of any inconsistency or conflict between the provisions of this Work Order and the PSURA.

**Schedule.** The **Owner and/or Contractor** shall complete the Utility Relocation Plan and/or the construction of the Relocation in accordance with the schedule specified on the face page of this Work Order. The **Owner and/or Contractor** shall commence the construction of the Relocation only after acceptance of the Utility Relocation Plan by the **Owner and/or Contractor** for such Relocation as provided below.

## PERFORMANCE OF UTILITY WORK

### Utility Relocation Plan

The Utility Relocation Plan to be furnished pursuant to this Work Order shall be consistent and compatible with the relevant Contractor Drawings. Promptly upon completion of the Utility Relocation Plan, the Owner and/or Contractor shall obtain a "Utility Relocation Plan Acceptance Letter" executed by the Owner and/or Contractor in accordance with the schedule specified on the face page of this Work Order.

### Construction of the Relocation

The construction of the Relocation shall not start until the "Utility Relocation Plan Acceptance Letter" is executed by the Owner and/or Contractor, and the CDOT Utility Permit and Local Agency utility permits, as applicable, have been obtained by the Owner and/or Contractor. The construction of the Relocation shall be performed substantially in accordance with the final Utility Relocation Plans. Deviations from the final Utility Relocation Plans may occur only in conformity with the PSURA and as approved by the Owner and/or Contractor. Promptly upon completion of the construction of the Relocation, the Owner and/or Contractor shall obtain a "Construction Inspection Acceptance Letter" executed by the Owner and/or Contractor in accordance with the schedule specified on the face page of this Work Order.

## COST ESTIMATE

The Owner shall prepare a cost estimate for furnishing the Utility Relocation Plan and/or performing the construction of the Relocation. The Owner's summary shall (at a minimum) consist of an itemized estimate prepared by the Owner in accordance with the Owner's standard practice (including a listing of units and unit costs, where applicable), as provided in the PSURA. Where this Utility Relocation Plan and/or the construction of the Relocation is performed on an actual cost basis, the Owner shall not exceed the total amount of the estimate for the Utility Relocation Plan and/or the construction of the Relocation unless CDOT has issued a revised Work Order to provide additional funds.

The Contractor shall obtain from the Owner the summary of the estimated costs associated with the Utility Relocation Plan **and/or** construction of the Relocation performed by the Owner under this Work Order. The Contractor shall provide such summary as an attachment to the Work Order whether the Utility Relocation Plan and/or construction of the Relocation is to be performed on an Actual Cost basis, or on a Lump Sum basis. CDOT will determine whether the cost estimate is fair and reasonable.

## COST RECORDS

Where the Owner and/or Contractor performs the Utility Relocation Plan and/or the construction of the Relocation pursuant to this Work Order, the Owner and/or Contractor shall set up separate cost centers to record and maintain separate cost records, one for the Utility Relocation Plan and another for the construction of the Relocation.

The Contractor shall record and maintain costs incurred under this Work Order in accordance with the DB Contract and keep separate from costs incurred under other Work Orders for other utility work.

**COST CERTIFICATION**

By executing this Work Order, the Owner and/or Contractor warrants and certifies that the amount of time and/or compensation requested by the Owner and/or Contractor for the Utility Relocation Plan and/or the construction of the Relocation (including, without limitation, for any work performed by subcontractors): 1) is accurate, complete and current as of the date the Work Order is executed; and 2) includes all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the event or matter giving rise to such proposed change, and that party has no reason to believe, and does not believe, that the factual basis for the Work Order is falsely represented.

**PRICE OF THE RELOCATION**

The parties have agreed to the price of, and payment for, the Utility Relocation Plan and/or the construction of the Relocation as described on the face pages.

**BILLING AND PAYMENT**

The billing and payment shall be in accordance with the PSURA as applicable.

**BETTERMENT, RETIREMENT VALUE, SALVAGE**

[**Note:** Select (and complete, if necessary) the one appropriate provision ONLY]:

- 1) The utility work includes Betterment to the Owner 's Utilities by reason of \_\_\_\_\_  
in the estimated amount of: \_\_\_\_\_ ; **or**
- 2) The utility work does not include any Betterment.

The Owner shall show credits in its estimate for any Betterment, salvage value, and retirement value of the Utilities as required pursuant to the PSURA.

**EFFECTIVE DATE**

This Work Order shall be "effective" as of the date of execution set forth in the Work Order signature block of the CDOT Representative.

**IN WITNESS WHEREOF**, the Owner, the Contractor and CDOT have executed this Work Order as of the "Date" set forth in this signature block of the CDOT Representative.

**The Owner:**

Signature By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Owner (FEIN) ID #: \_\_\_\_\_

**The Contractor:**

Signature By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**A State Agency:**

**Colorado Department of Transportation (CDOT) Representative**

Signature By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHANGE ORDER SIGNATURE BLOCK**

*(The Contractor shall provide two (2) signed originals of this Change Order to indicate concurrence to the modifications and return both to CDOT. One original will be returned to the Contractor with the signature of the CDOT Representative.)*

**IN WITNESS WHEREOF**, CDOT and the Contractor have executed this Change Order on the dates set forth below.

**ROCKRIMMON CONSTRUCTORS**

**COLORADO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Contractor Project Manager

CDOT Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_