



**ARAPAHOE COUNTY**

**Arapahoe County Public Works and Development  
All Divisions  
6924 South Lima Street  
Centennial, Colorado 80112**

**ADMINISTRATIVE POLICY #21-317  
UTILITY CLEARANCE POLICY AND PROCEDURE**

**ARAPAHOE COUNTY UTILITY CLEARANCE POLICY & PROCEDURE**

**Date: September 13, 2021**

**Policy Effective Date: October 12, 2021**

**Adopted per Resolution # 21-317**

**Section 1 – ABSTRACT**

- 1.1 Arapahoe County Public Works and Development (PWD) projects occasionally encounter utility facilities both buried and above ground with many conditions that may result in the need to coordinate proposed construction improvements around or to relocate said utility facilities.
- 1.2 PWD projects may provide Utility Providers an opportunity to install new utility facilities, upgrade existing facilities, mitigate existing unsafe, conflicting, or hazardous conditions.
- 1.3 The purpose of this policy to update and amend the existing policy and adopt procedures for resolving conflicts, and also to define updated cost responsibilities.

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## Section 2 – POLICY

### 2.1 Policy Purpose

- 2.1.1 PWD hereby establishes the following Utility Clearance Policy and Procedure (the Policy) for coordinating utility conflicts for Capital Improvement Projects (CIP); for maintenance, operations, or repair tasks (M/O/R) on County improvements.
  - 2.1.2 This policy also applies to coordinating with the facility owner when necessary, for the upkeep or maintenance of non-county owned facilities.
  - 2.1.3 This Policy shall apply to all wet and dry utility facilities owned, operated, or maintained by: 1) a Utility Company, 2) a Water or Sanitation District, 3) other Utility Agency/Authority (Utility Providers), or 4) Arapahoe County's own utility infrastructure (including traffic infrastructure, drainage systems, IT infrastructure, or other County-owned facilities that are in the public Right-of-Way).
  - 2.1.4 This policy applies to any such facilities within the existing Right-of-Way, proposed Right-of-Way, or other property interests to be purchased, or upon any other County owned property.
  - 2.1.5 Any such facilities within an existing recorded easement shall have conflict resolution requirements subject to language within the easement documentation. If no such language exists, the County reserves the right to default to procedures within this Policy.
  - 2.1.6 The County reserves the right to change or amend this policy as needed from time to time.
  - 2.1.7 For this policy, dry utilities cover the following: cable, electric, telephone, natural gas, television, fiber optics, and any other non-wet utility. Wet utilities include infrastructure that can convey oil, gas, water, stormwater, wastewater, or other liquids.
- 2.2 While certain Utility Providers may have the right to place facilities within County Right-of-Way, as authorized by Colorado State laws, or other County property within an approved utility easement, the County maintains and reserves all rights and authority under laws to make full use of the Right-of-Way and any County properties used for Right-of-Way ("collectively referred to herein as "the Right-of-Way") as may be reasonably necessary or convenient in the operations of the public streets, walks, drainage facilities or drainageways, or other public infrastructure under control of the County, their representatives, assigned agents, or partners, the County retains all rights to operate, maintain, install, repair, improve, remove, update, reconfigure, or relocate the Right-of-Way or any of the County's facilities, amenities, or infrastructure within the Right-of-Way or adjacent property (to be acquired as Right-of-Way) as needed, or required, to provide for the primary purpose of the Right-of-Way.

- 2.3 The County further reserves the right to require a Utility Provider, upon reasonable time, as defined in this Policy, to relocate, at cost responsibility per this policy, any Facility as necessary to accommodate any County capital improvement, maintenance, repair, or other County project affecting the Right-of-Way. In the event that any of a Utility Provider's Facilities should impede the use and operation of the Right-of-Way or interfere with the performance of any County Infrastructure or project, the Utility Provider shall, upon reasonable notice, as defined by this policy and as is appropriate in event of exigent or emergency need that may affect public health or safety, upon a request by the County, relocate, alter, or remove the Facility so as not to interfere with the County's use of its property, performance of its project, or impede the use and operation of the Right-of-Way. In the event of any required removal under this policy, it is intended under this Policy that the County and Utility Provider work cooperatively, in good faith, and promptly to identify a new location for the Facility and shall further cooperate in good faith to facilitate transition to the new location without undue interruption in the provision of said utility.
- 2.4 Except in cases where a previously established and specific Utility Easement with specific stipulations, Use Agreement with specific stipulations, or Permit with specific stipulations exist, the cost responsibility for facility relocations will follow the procedures and guidelines established in this policy.
- 2.5 The County reserves the right to review any/all plans, drawings, sketches, or utility owner policies for facility relocations for approval or rejection.
- 2.6 In instances when the County has any measure of cost responsibility, per this Policy, for facility relocation or adjustment efforts, the County reserves the right to pursue paths to resolution that:
- 2.6.1 Minimize the area of disturbance needed to complete the relocation.
  - 2.6.2 Minimize the extent of the relocation.
  - 2.6.3 Follow current acceptable practices within industry standards.
  - 2.6.4 Are deemed to be the most efficient and cost-effective solution for the County.
  - 2.6.5 If County has a cost responsibility for relocation, the relocation shall not be used as a mechanism and/or strategy for maintaining the utility outside of the necessary primary utility relocation.
- 2.7 The County reserves the right not to fund any relocation costs otherwise payable under this Policy when the owning Utility Provider chooses to pursue alternate paths of facility relocation that do not conform to section 2.6 or the County determines that relocation of the facility is not reasonably required to accommodate performance of a County

project. In such cases the Utility Provider will be responsible for 100% of the relocation costs. The Utility Provider shall indicate its intentions to use an alternate path not in conformance with 2.6 to the County in writing in conformance with section 6 of this policy.

2.8 Reimbursement for Relocation Costs.

2.8.1 The County will pay up to 50% of the water and sanitary relocation costs provided that the following criteria are met:

2.8.1.a When criteria in section 2.6 of this policy are met, and

2.8.1.b When the in-use age of the Facilities is less than 30 years old. Facilities whose in-use age is not known shall be considered beyond the age limit and not applicable to this policy, and

2.8.1.c When the Utility Provider chooses to pursue alternate paths as detailed in section 2.6 of this policy or the County has determined that relocation is not reasonably required to accommodate performance of the County project.

2.8.1.d Following the Policy Effective Date as shown above, County participation in relocation costs apply to those County design projects that have identified a known conflict, whose design is at Field inspection Review (FIR) level or minimum of 50% engineering design process (project dependent), and construction funding has been budgeted and budget approved.

2.8.1.e During the 12 months following the Policy Effective Date as shown above, the County will evaluate the cost effectiveness, utility of, and benefit to the County and community of this program for reimbursement of relocation costs, as provided in this section 2.8, and will determine whether to continue the relocation reimbursement program for water and sanitation facilities.

2.8.2 Relocation costs shall be defined as costs for construction efforts for relocating facilities. This is mobilization, material, and labor, with all meeting requirements of section 2.6.

2.8.3 The cost responsibility for all other utility facility relocations not involving water or sanitary facilities are the responsibility of the owning Utility Provider.

- 2.9 Cost responsibility variations. Section 2.8 of this policy may be altered or superseded when funds from state, federal, or other sources require guidelines different than outlined in this policy.
- 2.10 Standards and Specifications variations. Section 2.6 of this policy may be altered or superseded when funding agreements with state, federal, or other agencies have guidelines different than outlined in this policy.
- 2.11 The County reserves the right to change or amend any provision of the Policy, including but not limited to section(s) regarding cost responsibility, from time to time, as needed.

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## Section 3 – UTILITY CLEARANCE PROCEDURE

### 3.1 FUTURE PROJECTS.

3.1.0 The following procedure applies to future County Projects and is hereby established as a guide for progressing from “conceptual to reality”. “Future” is defined as projects still in the conceptual phase, design phase, or projects listed on the County’s 5-year Capital Plan, not projects where construction efforts have started.

#### 3.1.1 IDENTIFY project need.

3.1.1.a Project needs may arise from a variety of sources, including but not limited to: Implementation of recommended improvements from the Transportation Master Plan, annual and 5-year Capital Plan, community requests, service life of an existing facility at or nearing its end of life, area studies, population growth and usage patterns, coordinated/joint projects with other agencies, special districts, land owners, or requests from another department.

#### 3.1.2 DEVELOP Conceptual Sketches/ Ideas

3.1.2.a Developing conceptual sketches/designs shall include as much preliminary utility research as possible -- i.e. Subsurface Utility Engineering (SUE) Investigation Level D.

3.1.2.b Utility Providers will respond to utility locate requests in compliance with the Colorado One Call Statute (CRS 9-1.5-101, *et seq.*).

#### 3.1.3 PERFORM Preliminary Field Survey.

3.1.3.a Depending on the level of existing development of the project area, a preliminary field survey could vary from a walking investigation site visit to full topographic and/or boundary survey -- which may include a SUE type Investigation (Level C).

#### 3.1.4 PROVIDE Plans to Utilities

3.1.4.a County shall provide conceptual project plans to all Utility Providers whose facilities are known to be located within, or adjacent to, the project work zone, and request a subsurface utility engineering request for information. Conceptual plans will be as detailed as possible (ie, showing known utilities, etc.) given the conceptual nature of the design at this stage.

- 3.1.4.b Utilities shall review and mark up these plans with all known information concerning their utilities including mains, service lines, and known abandoned facilities. Utility Provider shall return marked up plans per the timeframe as defined in the Colorado One Call Statue.
- 3.1.4.c County will also request base utility maps and as-built plans (as available) from all Utility Providers. When available, the County shall obtain from the Utility Providers electronic data for existing utility locations and data. When as-builts are not available the Utility Provider shall work diligently with the County to provide any and all records available.
- 3.1.5 DEVELOP Utility Conflict Tracking Spreadsheet (UCTS).
  - 3.1.5.a Use the UCTS to track utility conflicts identified to date, including potential conflicts identified from Utility Provider review of plans or identified from base files received.
  - 3.1.5.b The UCTS shall be updated by the County PM regularly through the course of the project design, and construction phase, if applicable.
- 3.1.6 COORDINATE with Utility Providers.
  - 3.1.6.a Updated conceptual plans will be generated/provided, as available, and Utility Providers & County shall meet to discuss, and verify, existing known utility conflicts and identify potential utility conflicts. For clarity, this step could be an iterative process.
  - 3.1.6.b Once utility conflicts are identified, the County and Utility Providers shall explore potential design options to avoid, mitigate or lessen the extent of said conflicts, if practical from a project schedule and budget perspective.
  - 3.1.6.c This step could involve a SUE Level B type investigation.
  - 3.1.6.d The County reserves the right to submit directly to all Utility Providers, Reviewers, and/or Approvers.
- 3.1.7 Further INVESTIGATION
  - 3.1.7.a If necessary to verify conflict or to develop relocation requirements, the County will arrange for further investigations, as reasonably and financially practical.

- 3.1.7.b At critical locations, subsurface utility engineering techniques, such as non-destructive vacuum excavation methods, should be used to visually identify and determine the precise horizontal and vertical location of buried utility lines.
- 3.1.7.c SUE Level A type investigations will be conducted as necessary. Additional existing utility location requests beyond those of the immediate location of the project conflict shall be paid for by the requesting utility as determined by the County.

### 3.1.8 REVISE Design

- 3.1.8.a After conclusive investigations showing that existing utilities are in conflict with conceptual design, all stakeholders shall be involved in the identification of possible design solution(s) to avoid utility conflicts, as project schedule and budget allows.
- 3.1.8.b If design options do not resolve utility conflict(s) the County shall require the Utility Provider to relocate the conflicting facilities. Relocation efforts shall be accomplished under the terms of the Utility Clearance Agreement.

### 3.1.9 DETERMINE Payment

- 3.1.9.a When a utility must be relocated, the County determines the eligibility of reimbursement costs to the Utility Provider based on state or federal laws or regulations and/or policy, as well as this Policy. The County will prepare a funding agreement, if necessary.
- 3.1.9.b County participation for Utility Relocation Costs will be determined in accordance with the provisions of section 2.8 of this policy.

### 3.1.10 CREATE Plan Details

- 3.1.10.a If the conflicting facilities will be relocated as part of the construction phase of the project the County shall incorporate all necessary relocation details / specifications into the final project plans. County will provide plans to Utility Providers for review and comment. Utility Providers shall meet all schedule deadlines as outlined by section 6 of this policy.

3.1.10.b If the conflicting facilities will be relocated prior to the construction phase of the project (preferred) the County shall coordinate with the Utility Provider to determine the location and timing of the relocation.

3.1.10.c Please note: determining the new location of the conflicting facilities may require progressing the project design, or a portion of the project design to a point where final locations of the conflict(s) can be confidently identified.

### 3.1.11 MEET with Utility Providers

3.1.11.a Additional meetings (face to face or virtually) with Utility Providers and the County shall occur, as needed, to coordinate efforts to relocate conflicting utilities.

3.1.11.b These meetings may be initiated by the Utility Provider or the County.

3.1.11.c A minimum of one such meeting, however, will be required. After all facilities have been relocated and conflicts have been resolved the Utility Provider will meet with the County to provide as-built documentation of the relocation(s).

### 3.1.12 PREPARE Utility Clearance Documentation.

3.1.12.a Create Utility Clearance Documentation as described in section 5 of this policy.

### 3.1.13 FINALIZE Design

3.1.13.a With conflicts resolved the design should be finalized.

### 3.1.14 ISSUE permits.

3.1.14.a County shall coordinate and issue permits, any other terms and conditions of the permits, as necessary, for the relocation work.

## 3.2 PUBLIC WORKS Maintenance, Operations, and Repair efforts (M/O/R).

3.2.0 The following procedure applies to when Public Works and Development – Road and Bridge Division, or their designee, encounter, or are aware of upcoming, conflicts during regular Maintenance, Operations, or Repair (M/O/R/) efforts. This procedure is hereby established as a guide for progressing from “issue to resolution”.

- 3.2.1 NOTIFY the affected Utility Provider.
  - 3.2.1.1 Determine which Utility Provider owns or operates the conflicting utility.
  - 3.2.1.2 Notify the affected Utility Provider immediately and describe the issue at hand.
  - 3.2.1.3 A phone call to the Utility Provider will only suffice if: 1) a real person, in an appropriate department is spoken with, and 2) the call is followed up in writing within 24 hours. Leaving a voicemail will not be considered notification.
  - 3.2.1.4 Supply information regarding the nature of the conflict, project schedule, and time constraints regarding the conflict resolution.
- 3.2.2 COLLABORATE with Utility Provider to resolve conflicts.
  - 3.2.2.1 County employees shall work with the Utility Provider to identify possible revisions or alterations to the County task to resolve conflict.
  - 3.2.2.2 If no revision or alteration to County task is possible County will request the Utility Provider to relocate the conflicting facilities.
  - 3.2.2.3 County will request the Utility Provider deem the resolution of the conflict(s) a high priority and make all efforts necessary to resolve conflicts in a reasonable amount of time, as defined in section 6 of this policy.
- 3.2.3 DOCUMENT Solution to conflict.
  - 3.2.3.1 After collaboration with the Utility Provider, the County shall document the resolution of the conflict and document for project records.
- 3.2.4 RESUME M/O/R efforts.
  - 3.2.4.1 Once conflicts have been resolved the County shall resume the original M/O/R effort.
- 3.2.5 Utility Adjustments
  - 3.2.5.a Adjustments to certain facilities are occasionally needed when necessitated by paving operations County's paving operations and the

work needed to adjust these facilities will be borne by the Utility Provider.

- 3.2.5.b The County's paving plan will be shared with Utility Providers on an annual basis. It is anticipated, but not guaranteed, the following year's paving plan will be available for distribution at the Q4 Utility Coordination meeting.
- 3.2.5.c Arapahoe County's Road and Bridge paving has the ability to install adjustment rings for manholes and valve boxes. Any work needed beyond adjustment rings will be the responsibility of the Utility Provider and must be completed prior to paving operations.
- 3.2.5.d Utility Providers may elect to let paving operations make all necessary adjustments, then reimburse the County for actual expenses incurred for said adjustments. The County will provide a fee schedule for adjustments made by County crews if requested.
- 3.2.5.e Utility Providers may elect to make any necessary adjustments with their own forces, or designates, and the work shall be completed prior to the start of paving operations.
- 3.2.5.f Utility Providers will be required to perform work per section 3.5 of this policy.
- 3.2.5.g Utility Providers shall notify the County of their election in writing at least 14 calendar days before the intended start of paving operations. If no election is made the County will make the adjustments and invoice the Utility Provider.

### 3.3 PUBLIC WORKS Non-County Facilities Upkeep

3.3.0 The following procedure applies when facilities within County Right-of-Way that are not owned, operated, or maintained by Arapahoe County Public Works and Development or its designee require repair or maintenance. Said required repair or maintenance or upkeep could be due to a number of reasons, including, but not limited to:

- i. Improper facility installation that resulted in said facility being out of tolerance.
- ii. Weather, age, or normal wear has placed the facilities out of tolerance.
- iii. Any reason connected to a safety concern.
- iv. Changes to the surrounding physical environment result in facilities being out of tolerance.

- 3.3.1 This procedure is hereby established as a guide for progressing from “issue to resolution”.
- 3.3.2 NOTIFY the affected Utility Provider.
  - 3.3.2.a Notification shall be in writing. Notification to a Utility Provider may start via telephone (to start a conversation), but written notification shall follow up any such call.
  - 3.3.2.b The written notification distribution shall include the Division Manager’s for Transportation, Engineering, and Road & Bridge, as well as the Director of Public Works.
- 3.3.3 DESCRIBE the issue.
  - 3.3.3.a A written description of the issue shall include the location and detailed description of the specific facilities, and the issue that needs attention.
  - 3.3.3.b Maps, photographs, or sketch may be included in addition to, but not as a substitute for written descriptions.
- 3.3.4 DESCRIBE timing.
  - 3.3.4.a Acknowledging that a wide variety of issues may arise and, with that, a varying degree or urgency, County employees shall discuss with the Utility Provider an appropriate time frame for resolving the issues.
  - 3.3.4.b The agreed upon time frame for resolving the issues shall conform with Section 6 of this policy.
- 3.3.5 FOLLOW up with resolution.
  - 3.3.5.a After agreed upon time frame County employees shall follow up with Utility Provider to verify the issue has been resolved.
  - 3.3.5.b If completed, document resolution.
  - 3.3.5.c If NOT completed, notify Division Managers and Director.

#### 3.4 Previously Unknown Conflicts

- 3.4.0 The following procedure applies when during the construction phase of a County project:
  - 3.4.0.a A previously unknown conflict is discovered or encountered, or
  - 3.4.0.b A previously unknown non-County facility requires maintenance or upkeep.
- 3.4.1 IDENTIFY and NOTIFY the affected Utility Provider.
  - 3.4.1.a Notification shall be in writing. Notification to a Utility Provider may start via telephone (to start a conversation), but written notification shall follow up any such call.
  - 3.4.1.b The written notification distribution shall include the Division Manager's for Transportation, Engineering, and Road & Bridge, as well as the Director of Public Works.
  - 3.4.1.c Notification to local jurisdictional law enforcement, fire, or EMT services may be needed depending on the severity of the conflict.
- 3.4.2 DESCRIBE the issue.
  - 3.4.2.a Telephone conversations are acceptable to start the resolution process, but a written description of the issue shall be required. Written descriptions will include the location and detailed description of the specific facilities, and the issue that needs attention.
  - 3.4.2.b Maps, photographs, or sketch may be included in addition to, but not as a substitute for written descriptions.
- 3.4.3 DESCRIBE Urgency.
  - 3.4.3.a Determine the level of urgency needed for issue resolution. See section 6 of this policy for category types.
  - 3.4.3.b The agreed upon time frame for resolving the issues shall conform with Section 6 of this policy.
- 3.4.4 FOLLOW up with resolution.
  - 3.4.4.a After the agreed upon time frame, County employees shall follow up with Utility Provider to verify the issue has been resolved.
  - 3.4.4.b If completed, document resolution and continue with previous task.

3.4.4.c If NOT completed, notify Division Managers and Director.

### 3.5 Standards and specifications

- 3.5.1 Utility Providers will be required to perform work in accordance with the Arapahoe County Infrastructure Design and Construction Standards and follow applicable Arapahoe County construction procedures.
- 3.5.2 In cases where the County infrastructure Design and Construction Standards do not contain specifications for specific work, the County reserves the right to default to recognized industry standards.
- 3.5.3 If questions regarding which standards or specifications to be used, the utility planning or executing the work shall submit a request for determination to the County, in writing, for official clarification. If necessary, standards and specifications will be taken to PWD's Technical Review Committee for final decision.

### 3.6 Construction Coordination Efforts

- 3.6.1 The County intends to distribute, or otherwise make available, the Road and Bridge's next calendar year paving plan before the current years end for Utility Provider's knowledge and coordination.
- 3.6.2 The County intends to distribute, or otherwise make available, the Capital Improvement Program's 5-year plan on an annual basis, or by request, for Utility Provider's knowledge and coordination.
- 3.6.3 The County will annually request the Utility Provider's scheduled maintenance plan and 5-year capital improvement plans, which will be reviewed at the County's Q4 Quarterly Utility Coordination Meeting.

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## Section 4 – Arapahoe County Street Cut / Right-of-Way Use Permit

- 4.1 Arapahoe County PWD will require a Street Cut / Right-of-Way Use Permit issued in accordance with the Arapahoe County Infrastructure Design and Construction Standards for all utility work performed within County Right-of-Way or on County property.
- 4.2 No County Street Cut / Right-of-Way Use Permit will be required in the following scenarios:
  - 4.2.1 Work outside of County owned property or Right-of-Way,
  - 4.2.2 Work outside of any easement dedicated to the County,
  - 4.2.3 Within existing structures whose physical footprint is not changing,
  - 4.2.4 A permit will be needed if the work area is to be accessed through any County owned property, or easement dedicated to the County. Or if relocation work will impact County Right-of-Way.
  - 4.2.5 Other permits may be required in certain areas or for certain work. Such as GESC or other.
- 4.3 The permit fee will be waived for relocations required by County Capital Improvement Projects and Road and Bridge M/O/R efforts.
- 4.4 Issuance of this permit will depend on also receiving documentation showing the agreed upon time frame, duration, start date, and anticipated date of completion for the work.
- 4.5 A copy of the latest Street Cut / Right-of-Way Use Permit is available on the County website or through the Engineering Services Division.

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## Section 5 – UTILITY CLEARANCE DOCUMENTATION

- 5.1 Utility Clearance Documentation for Arapahoe County Public Works and Development project shall be divided into two parts.
  - 5.1.1 First, the Utility Clearance Relocation Letter (UCRL), and
  - 5.1.2 Second, the Utility Clearance Funding Agreement (UCFA).
- 5.2 A UCRL will be required for each utility provider identified as having facilities within the project limits. However, if no facilities are identified, or anticipated, to be in conflict, an UCRL stating “all clear” will suffice.
- 5.3 A UCFA will only be required when the County has a measure of cost responsibility, as defined by this policy.
- 5.4 The County Project Manager will be responsible for creation of the UCRL, and shall, at a minimum, include:
  - 5.4.1 Identified facilities that need to be relocated, or, anticipated facilities if exact facilities are not known at time of UCRL creation.
  - 5.4.2 A brief description of the relocation efforts required to alleviate the conflict.
  - 5.4.3 The entity responsible for performing the relocation work (ie, name of the contractor/group doing the actual work).
  - 5.4.4 Timeframe starting the working (including lead time), duration of the work, and anticipated completion date.
  - 5.4.5 Applicable standards associated with this type of work.
  - 5.4.6 If relocation work is to coincide with project construction efforts the URCL may be used as part of the project specifications.
  - 5.4.7 UCRL will be signed by the County Project Manager and the Utility Provider, or designated signee.
  - 5.4.8 UCRLs shall be stored with the rest of the project documentation.
- 5.5 The County project manager will be responsible for creation of the UCFA, if needed, and shall, at a minimum, include:
  - 5.5.1 Estimated total cost of relocation(s).

- 5.5.2 Cost responsibilities for each funding partner in percent of total anticipated costs.
  - 5.5.3 Funding reimbursement shall be detailed within agreement.
  - 5.5.4 Any applicable IGA requirements or notes.
  - 5.5.5 UCFAs will be signed by the Director of Arapahoe County Public Works and Development and by the Utility provider or designate.
  - 5.5.6 UCFAs shall be stored with the rest of the project documentation.
- 5.6 The County Project Manager and/or Utility Provider will not delay efforts to create, acknowledge, or execute the UCRL or UCFA. Execution of such shall comply with timing requirements as defined in section 6 of this policy.

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## Section 6 – Timeline Conformity

- 6.0 The County understands that Utility Provider’s maintenance staff, or their designees, are not always immediately available for matters of a non-emergency nature. However, when conflicts are identified, either during construction efforts or when planning future efforts, it is in the best interest of all parties to work jointly towards resolution before any such conflict turns into a costly delay and an emergency. As emergency work can be more dangerous, costly, and/or result in disruption of services for the utility customers, PWD encourages Utility Provides to categorize utility conflicts as a high priority and work to resolve said conflicts within a reasonable amount of time.
- 6.1 Reasonable amount of time shall be categorized into one of 3 types:
- 6.1.1 Future Projects
  - 6.1.2 Urgent Work
  - 6.1.3 Emergency Work
- 6.2 Future Projects.
- 6.2.1 This category shall be defined as noted in section 3.1 of this policy.
  - 6.2.2 Reasonable time for this category shall be determined for a project based on:
    - 6.2.2.a The amount of time needed to plan or design resolutions to any particular conflict so that the resolution meets industry standards and requirements, is constructible, and allows Utility Providers to continue to maintain said facilities. Plus,
    - 6.2.2.b The amount of time needed to execute construction efforts to complete resolution plans in a safe and efficient manner. And,
    - 6.2.2.c The time for design and construction does not delay County design efforts without justifiable reason.
- 6.3 Urgent Work.
- 6.3.1 This category shall be defined as utility relocations discovered during efforts described in section 3.2 and 3.3 of this policy.
  - 6.3.2 Reasonable time for this category refers to the maximum time (in calendar days) that a Utility Provider has to start the relocation construction efforts.
  - 6.3.3 The County reserves the right to accelerate the Reasonable time for this category depending on project needs.

6.3.4 Reasonable time for Urgent Work shall be defined at 7 calendar days starting the day after the Utility Provider was notified. However, the County does reserve the right to decrease this reasonable time as needed.

6.3.5 Urgent Work may include, but is not limited to, the following:

- 6.3.5.a A reduction of roadway performance as defined by the County.
- 6.3.5.b A 20% or more reduction of construction production rate.
- 6.3.5.c Missing a project/task completion date on the critical path.
- 6.3.5.d A project specific need.

6.4 Emergency Work.

6.4.1 This category shall be defined as any relocation or repair efforts requiring immediate attention due to a public health and safety, critical function, or an imminent danger concern.

6.4.2 Reasonable time for this category refers to the maximum time that a Utility Provider has to start the relocation construction efforts.

6.4.3 Reasonable time for this category shall be within 24 hours of notification to the Utility Provider.

6.5 Utility Providers shall not delay efforts to resolve conflicts beyond the reasonable time outlined in this Policy without a justifiable reason, such reasons may include:

6.5.1 Inclement weather that creates an unsafe working condition.

6.5.2 Events beyond Utility provider's control that prevent site access.

6.5.3 Material shortage in the supply chain beyond Utility Provider's control (this would not be applicable to future design projects).

6.5.4 Requests for delays, for other reasons not listed here, may be submitted, in writing, to the County by the Utility Provider. Such requests will be reviewed by the Director of Public Works and Development, and if determined to be justified, the Director will approve said delay request.

6.6 The County will notify Facility Owners in advance of its plans for Right-of-Way or easement construction projects, except that in emergency situations County may take such immediate actions as are as necessary to protect public health and safety and will notify the Utility Provider thereafter as soon as practical. Facility Owners shall cooperate and participate in design review, provide information on Facility locations, and conduct and/or participate in the installation, relocation, removal, or repair of the Facilities that are determined to conflict with the planned County construction project.

- 6.7 If, at any time, the Facilities interfere with the existing use or planned future use of public improvements, Utility Providers, within the reasonable amount of time as defined by this policy, and after receipt of written notice by the County of such interference, shall obtain the necessary specific work permit(s), and by its own forces or contractors, commence relocation, modification, removal, or repair of its Facilities. Cost responsibilities shall be in compliance with sections 2.3 and 2.7 of this policy.
- 6.8 Work on the Facilities shall be accomplished in such a manner so as not to unreasonably obstruct or hinder the use of Right-of-Way or other easements, or endanger persons or property, and shall not interfere with the County's present and future use of the Right-of-Way or easements. All work shall be done in compliance with the provisions of the respective specific work permit, applicable County approved standards and specifications for said work.
- 6.9 If, after notice as provided herein and after passage of the reasonable time for the work as identified above, the Utility Provider fails to respond within a timely manner to design, install, relocate, remove, or repair the conflicting facilities and this unduly hinders the County's progress on the County construction project, the County may, at its discretion, perform such work, or use a separate contractor, to address the conflicting facilities without liability to the County or contractor. Each Utility Provider wishing to use a specific / qualified contractor(s) shall provide the County with a list and contact information of such contractors. The County will provide written notice to the Utility Provider of its failure to perform, and the impending facility to be worked on prior to commencing work. The Utility Provider thereby assumes full responsibility for all costs and damages to the County which may result from its failure to so design, remove, relocate, or modify its facilities, including additional costs and damages to contractors of the County. The County will invoice the Utility Provider for all costs, direct and indirect, necessary to perform the work. If costs of such work are not promptly paid by the Utility Provider, the County may make claim against these costs and seek recovery under a permit bond posted by the Utility Provider. If such permit bond is not available, the County will enforce its right to make claim for full recovery of all costs. If Utility Provider performs work in the Right-of-Way under a "Letter of Responsibility", said letter will be immediately revoked and all future permits acquired by the Utility Provider would then need to be accompanied by separate permit bond. The Director may also elect to set off any reimbursement payment under Section 2.8 for relocation in the project or any future project against damages incurred by reason of the Utility Provider's delay to the project.
- 6.10 As outlined in section 5 of this policy, the County Project manager will create a Utility Clearance Relocation Letter (UCRL) or a Utility Clearance Funding Agreement (UCFA), as needed, for County Projects. If, after sending to the Utility Provider for review,

coordination, or execution, the Utility Provider fails to respond to said request for review, coordination, or execution within 15 workdays, the County will assume the Utility Provider has no objections and the document will be finalized and executed by the County in the manner as was distributed to the Utility Provider.

- 6.11 Nothing in this Section 6 or otherwise in this policy is intended to limit or otherwise restrict the County in any choice of remedies for damages caused by the Utility Provider's failure to conform to any reasonable time requirement established hereunder and County expressly reserves all remedies appropriate and available to the County under the law or the common of the State of Colorado.

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## Section 7 – Definitions

- 7.1 Common Industry standards – those practices or methodologies for installation, modification, or repair; materials used; or typical design process deemed acceptable by groups of companies and individuals working in a specific industry.
- 7.2 County Property – County controlled, owned, or leased property, or interests, there in, acquired, dedicated, or reserved for the purposes and uses of County matters or operations.
- 7.3 Dry Utility – Any commodity transmission system that is not a wet utility.
- 7.4 Easement – An interest in real property that conveys a right to use a portion of an owner’s property or a portion of an owner’s rights in the property.
- 7.5 Facility – Any pipe, pole, wire, box, or other appurtenance used in the transmission or distribution of a utility.
- 7.6 Non-County Facilities – Any Facility that is part of a utility system that is not owned or maintained by the County.
- 7.7 Right-of-Way - County-controlled property, or interests therein, acquired, dedicated, or reserved for the construction, operation, and maintenance of the County roadway system. For purposes of this Policy, right-of-way includes property owned by the County in fee and used for road purposes.
- 7.8 Subsurface Utility Engineering – A branch of engineering practice that involves managing certain risks associated with utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design. Copied from: <http://www.dot.ga.gov/PartnerSmart/utilities/Documents/ASCE%2038-02.pdf>
- 7.9 Utility Adjustments – A modification of an existing facility.
- 7.10 Utility Provider – Any entity that is authorized by law, statute, or agreement to own, operate, or maintain any wet or dry utility within the public Right-of-Way.
- 7.11 Wet Utility – A transmission system that conveys oil, gas, potable water, storm water, sanitary sewage, or other liquids.

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