

## **SECTION 5 - UTILITIES**

### **5-1 LOCATION**

The City will search known records and indicate on the Plans those utilities, except service connections, which may affect the Work. All available information regarding removal, relocation, or disconnection of utilities will be furnished to prospective bidders before the receipt of bids. The Contractor shall immediately report to the Engineer those utilities omitted from the Plans or found substantially at variance with the location shown.

At least two (2) Working days before entering on the Work, the Contractor shall request utility owners to mark or otherwise indicate the location of their substructures. It shall be the Contractor's responsibility to determine the true location and depth of all utilities and service connections. He shall also familiarize himself with the type, material, age and condition of any utility which may be affected by the Work. The Contractor shall contact Underground Service Alert (USA) at 1-800-642-2444.

### **5-2 PROTECTION**

The Contractor is responsible for protection of all utility mains, services and other facilities within the limits of Work. The City has exercised due diligence in locating utilities, but the Contractor is responsible for checking in the field the locations as shown and is further responsible for the protection of any and all utilities whose presence or location is unknown.

The Contractor shall not interrupt the service function or disturb the supporting base of any utility, without authority from the owner or written order from the City. All valves, switches, vaults, and meters shall be maintained accessible for emergency shutoff.

Where protection is required to insure support of utilities located substantially as shown on the Plans or in accordance with other information furnished bidders prior to receipt of bids, or for underground service connections, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at his expense.

Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the Contractor shall immediately notify the owner and be fully responsible for protecting such utility. The Contractor shall immediately notify the Engineer and the utility owner if any utility is disturbed, disconnected or damaged. The Contractor shall bear the costs of repair or replacement of any utility damaged.

When, placing concrete around or contiguous to any utility, the Contractor shall at his expense prevent embedment in or bonding with the concrete by furnishing and installing a cushion of expansion joint material, clear opening, or sleeve, or by other suitable means.

### **5-3 REMOVAL**

Unless otherwise specified, the Contractor shall remove all portions of interfering utilities shown on the Plans as "abandoned" or "to be abandoned in place". Before starting removal operations, the Contractor shall ascertain from the utility owner whether

abandonment is complete. The costs involved in the removal and disposal shall be absorbed in the Contractor's bid.

#### **5-4 RELOCATION**

When feasible, the owners responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs, or replacements before commencement of Work by the Contractor. When the Special Conditions or Plans indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the owners and the work will be done at no cost to the Contractor.

Utilities, found by the Engineer to interfere with the permanent project work after award of the contract, will be relocated, altered, or reconstructed by the utility owners, or the Engineer may order changes in the Work to avoid interference. Such changes will be paid for in accordance with Section 3-3.

When the Plans or Specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such Work shall be absorbed in the Contractor's bid. Temporary or permanent relocation or alteration of utilities desired by the Contractor for his own convenience shall be his responsibility, and he shall make all arrangements and bear all costs. The Contractor may, for his own convenience or to expedite the Work, agree with the owner of any utility to disconnect and reconnect interfering, service connections. The City shall not be involved in any such agreement.

#### **5-5 DELAYS**

The Contractor is responsible for notifying utility owners in time to prevent delays attributable to utility relocations or alterations. The Contractor shall not be entitled to damages or additional payment if such delay does occur. The Engineer will determine the extent of the delay attributable to such interference, the effect of the delay on the project as a whole, and any commensurate extension of time.

#### **5-6 COOPERATION**

When necessary as determined by the Engineer, the Contractor shall so conduct his operations as to permit access to the Work-site and provide time for utility Work to be accomplished during the progress of the contract Work.

#### **5-7 LIMITATIONS OF LIABILITY**

The City and the Engineer assume no responsibility or liability with respect to the sufficiency or accuracy of the information or investigation of the location of utility facilities made by it, or with respect to the actual or apparent location of all known utility facilities as indicated on the Plans, or with respect to unforeseen developments which may occur as to the location of such utility facilities, or with respect to utility facilities which may be encountered at places different from that indicated.