

SECTION 7 EXISTING UTILITIES

7-1 GENERAL - Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the plans or in the special provisions and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the Plans or in the Contract Special Provisions. The Contractor shall assume that each property along each side of the project roadway would have utility service lateral lines, including but not limited to, sewer, water, electric, gas, cable television, and telephone, which are not necessarily shown on the plans. The Contractor shall comply with California Government Code Section 4216 and pothole to ascertain the exact location and depth of underground main or trunk lines, the location and depth of their service laterals or other appurtenances of any other underground facilities which may be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing work that may damage any of such facilities or interfere with their service. Each utility main and service lateral shall have at least one pothole in a representative location, which shall be approved by the Engineer. Contractor shall document the location and depth of these utilities on the Utility Pothole Log, included in the Appendix of these Standard Specifications.

If the Contractor discovers underground main or trunk lines not indicated on the Plans or in the Contract Special Provisions, he shall immediately give the Engineer and the Utility Company written notification of the existence of such facilities. Such main or trunk lines shall be located and protected from damage as directed by the Engineer.

Further attention is directed to Section 1540 (a) (1) of the Construction Safety Orders (Title 8 California Administration Code Section 1540), issued by the Occupational Safety and Health Standards Board pursuant to the California Occupational Safety and Health Act of 1973, which states in part:

“Prior to opening an excavation, effort shall be made to determine whether underground installations; i.e., sewer, water fuel, electric lines, etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. **Underground Service Alert (USA)** shall be advised of proposed work at least 48 hours prior to the start of actual excavation.”

Utility notification and verification of the location of existing underground utilities is the Contractor’s responsibility. All costs to the Contractor related to this section shall be considered as included in the various contract bid prices and no additional compensation shall be made therefor.

7-2 UTILITY PROTECTION, RELOCATION AND REARRANGEMENT - The right is reserved by the City and the owners of utilities or their authorized agents to enter upon the work area for the purpose of making such changes as are necessary for the rearrangement, repair and/or connections of their facilities. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces, and shall allow the respective utilities time to relocate and/or repair their facilities.

The Contractor assumes responsibility for appropriately achieving the removal, relocation, or protection of existing facilities wherein said facilities are identified by the Plans or Contract Special Provisions. It is the duty of the Contractor at all times to coordinate with the owner of utility facilities for the protection, relocation, or rearrangement of said facilities.

Contractor shall account for utility coordination in his schedule of work in accordance with the order of work specified in the Special Provisions. In the event that accommodation of work by utility agencies causes delay that is beyond Contractor’s control to Contractor’s controlling operation on the critical path, Contractor shall notify the Engineer in writing and provide support documentation for the nature and magnitude of delay. Contractor shall present a revised schedule illustrating the accommodation of utility work. The Engineer, upon concurrence with said notice and revised schedule, may grant additional contract working days up to a number equal to the time delay claimed by Contractor. The Engineer’s decision shall be final. Granting of additional working days shall be the Contractor’s sole remedy for time delay caused by utility coordination of work, and no additional claims or compensation for delay, inconvenience, or loss of production shall be allowed.

The City reserves the right to make adjustments in the grades and/or alignment of the proposed improvements to avoid utility obstructions. Where such adjustments are necessary, the Contractor shall be responsible for notifying the Engineer and for coordination of this work. Only in cases where such adjustments substantially delay the Contractor’s controlling operation on the critical path, Contractor may follow the protocol described in the above paragraph to request additional contract working days up to a number equal to the actual delay. No other additional claims or compensation for delay, inconvenience, or loss of

production shall be allowed.

When performing work over, around, or near existing utilities, whether they are shown on the plans or found in the field, Contractor shall exercise judicious use of proper equipment, appropriate for the prevailing conditions in the field and consistent with the protection of those existing facilities. It is the responsibility of the Contractor to mobilize the proper equipment to assure that existing facilities are not damaged by his operation. The Engineer reserves the right to suspend operations if, in his opinion, the Contractor's equipment is inappropriate for the prevailing field conditions and may potentially cause substantial damage to existing facilities. Such suspension shall not be ground for complaint or claim of delay or loss of production by the Contractor. If the Contractor insists in continuing work with said equipment, he shall do so at his own risks and shall be responsible, at his sole expense, for the repair or replacement of any damaged facility or property, public or private, resulting from his operation.

In the event that certain underground utilities not known to the City or in a different location than shown on the plans or special provisions are found to exist, the Contractor shall:

- 1) Notify the Engineer of the existence of said facilities immediately;
- 2) Take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service; and
- 3) Notify the owner(s) of the utility.

Where it is determined by the Engineer that the rearrangement of an underground utility, the existence of which is not shown on the plans or in the special provisions, is essential in order to accommodate the contemplated improvement; the Engineer will provide for the rearrangement of such facility by other forces or such rearrangements shall be performed by the Contractor and will be paid for as extra work.

When the Contract Special Provisions 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 additional cost to the Contractor.

The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of the existing facilities as it affects a controlling item of work and further provided the delay is directly attributable to the removal or relocation of the affected utility.

Except where noted on the plans to be removed or relocated by others, it shall be the Contractor's responsibility to arrange and coordinate the temporary or permanent relocation, alteration or lowering of utilities and other improvements as desired by the Contractor, for the convenience of the Contractor's work. This includes the temporary lowering of manholes and utility frames and covers. Such arrangements and coordination shall be considered in the contract unit prices for the various items of work and no additional compensation shall be made therefor.

7-3 NOTIFICATION AND LOCATION - At least two (2) working days before performing any excavation work, the Contractor shall request the utility owners to mark or otherwise indicate the location of any utilities owned by them, including but not limited to: East Bay Municipal Utility District, Contra Costa Sanitary District, Pacific Gas & Electric Company, AT&T, Sprint, Comcast, City of Lafayette and any other utility owners as may be necessary.

There is in effect an "Underground Service Alert Plan" in this area. Prior to doing any underground work or excavation, the Contractor shall give the underground service coordinator, phone number **800-227-2600, forty-eight (48) hour notice.**

It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective owners and which he believes may affect or be affected by his operations.

7-4 PAYMENT - Full compensation for conforming to all the provisions of this section shall be considered as included in the price bid for the various Contract bid items of work and no additional compensation will be allowed therefore.