

**COLORADO DEPARTMENT OF TRANSPORTATION  
CONTRACTOR ADJUSTED UTILITY AGREEMENT**

Project # STA C800-001

Subaccount # 16501

LOCATION: 120<sup>th</sup> Ave. Connection,  
Phase 1 - Design / Build project

THIS AGREEMENT MADE ON (date) 7/18/08 IS BETWEEN THE STATE OF COLORADO FOR THE USE AND BENEFIT OF THE COLORADO DEPARTMENT OF TRANSPORTATION (STATE) AND Arista Metropolitan District (OWNER).

THE PROPOSED HIGHWAY IMPROVEMENTS MAKE IT NECESSARY TO ADJUST, INSTALL OR RELOCATE CERTAIN FACILITIES (WORK) THAT BELONG TO THE OWNER. THE OWNER IS NOT STAFFED AND/OR NOT EQUIPPED TO PERFORM THE WORK. THE STATE AND OWNER AGREE THAT IT IS IN THE PUBLIC INTEREST TO HAVE THE STATE'S CONTRACTOR PERFORM THE REQUIRED WORK, WHICH IS GENERALLY DESCRIBED AS FOLLOWS:

**General Performance Standards**

**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 Utility Information Sheets (UIS) supplied by the Colorado Department of Transportation (CDOT). Such actions shall include making diligent inquiry at the offices of the Arista Metropolitan District (Arista), consulting public records, and conducting field studies (such as subsurface utility engineering) as appropriate. If the Contractor's investigations identify existing utilities not described in the UISs supplied by CDOT, the Contractor shall create and execute with Arista a new UIS to document and track.

The Contractor shall determine and document the condition of all existing Arista utilities, in accordance with Arista's standard practice, prior to and following the project construction.

**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 Arista. The Contractor shall immediately notify Arista 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 Arista or from any other source: (a) the Contractor shall repair the damage itself to Arista's satisfaction; or (b) at Arista's election, Arista may make such repairs at the Contractor's expense. Contractor shall make payment to Arista within 60 days after receipt of Arista's invoice.



## Utility Coordination

The Contractor shall be responsible for coordination of all activities and coordination with Arista and CDOT in order to accomplish all utility work. In the discharge of its coordination responsibilities, the Contractor shall keep Arista fully informed of schedules with regard to utility work. Contractor shall provide to Arista, as soon as practicable, an estimated schedule for their respective utility work and shall notify Arista of any significant changes to the schedule as soon as practicable.

### **Notices**

In order to maintain the Project schedule, the Contractor shall issue all notices to Arista in writing, with copies submitted to CDOT.

Notice shall be given to Arista when the Contractor is working 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.

## Utility Work Procedure

### **Utility Information Sheet (UIS)**

Attached to this agreement is the UIS (#02-001) supplied by CDOT identifying potential impacts to Arista's utility facilities that shall be resolved by the Contractor during the Project.

### **Utility Tracking Report**

The Contractor shall maintain a current Utility Tracking Report that is available for review by CDOT at all times. The report shall update and expand the CDOT supplied Utility Tracking Report, by listing all UISs (CDOT supplied and any additions from field investigation) for each existing utility located within the ROW or otherwise potentially impacted by the Project.

### **Utility No-Conflict Closeout Form**

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 Arista to review and sign. A copy shall be submitted to CDOT.

## Utility Relocation Design (URD)

The Contractor shall complete 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 Arista, subject to CDOT's acceptance.

Each URD shall have 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.

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 Arista's written specifications, standards of practice (which may include design format) and construction methods, that are current. The Contractor shall obtain all such written specifications, standards of practice and construction methods from Arista.

Replacements for any existing utilities shall be designed and constructed to provide service at least equal to that offered by the existing utility, unless Arista approves a lesser replacement.

All utilities shall remain fully operational during all phases of utility work except as specifically allowed and approved by Arista. If the Contractor proposes shutdowns and/or temporary diversions of a utility, Arista 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 prepared by the Contractor and submitted for review and acceptance by Arista;

Estimated schedules for reviews are as follows:

- (a) **30 days for Arista to review and accept or provide comments**, and
  - (b) **14 days for Arista to re-review** any URD that is revised.
2. After each URD has been executed by Arista and the Contractor, it shall be submitted for review and acceptance by CDOT; and
  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 relocation work shall not begin until the applicable URD has been fully executed by all three parties.

### Construction Inspection Acceptance Letter

Arista shall have the right to inspect the utility work performed on its utilities by the Contractor. The Contractor shall not unreasonably refuse such Arista inspection requests and shall coordinate the schedule and scope of such inspections with Arista.

The Contractor shall perform all construction of the relocations in accordance with the approved Utility Relocation Design, the requirements of the Project, and the written standards and construction methods of Arista. The Contractor shall document acceptance of the utility relocation by executing a Construction Inspection Acceptance Letter – (Utility Owner) with Arista and submitting a copy to CDOT.

### As-Built Plans

The Contractor shall provide as-built plans of the utility relocation to CDOT and Arista as soon as practicable, but not later than 90 days after execution of a Utility Relocation Construction Inspection Acceptance Letter with Arista. 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.

THE **OWNER'S** PERSONNEL MAY INSPECT THE **WORK** BEFORE ACCEPTING IT.

THE **STATE** WILL:

- ◆ PERFORM THE **WORK** IN COMPLIANCE WITH THE CURRENT VERSIONS OF PART 645 OF TITLE 23, CODE OF FEDERAL REGULATIONS (23 CFR 645)
- ◆ PAY FOR THE **WORK** AT NO COST TO THE **OWNER**. (C.R.S. SECTION 43-1-225 1973 AS AMENDED)

UTILITY OWNER REPRESENTATIVE SIGNATURE

DATE

May 18, 2008

CDOT REGION TRANSPORTATION DIRECTOR SIGNATURE

Ron Dickey – Region 6 Utility Engineer for  
Randy L. Jensen, Region Transportation Director

DATE

7-21-08