

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

Project # STA C800-001

Subaccount # 16501

LOCATION: 120th 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.



