

STA C800-0010

<b>COLORADO DEPARTMENT OF TRANSPORTATION          CONTRACTOR ADJUSTED UTILITY AGREEMENT</b>	Project #	<del>STU 1281-012</del> <i>918</i>
	Subaccount #	16501
	LOCATION: 120 <sup>th</sup> Ave. Connection, Phase 1 - Design / Build project	

THIS AGREEMENT MADE ON (date) 7-3-2008 IS BETWEEN THE STATE OF COLORADO FOR THE USE AND BENEFIT OF THE COLORADO DEPARTMENT OF TRANSPORTATION (STATE) AND City & County of Broomfield – Utilities (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 City & County of Broomfield (Broomfield), 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 Broomfield a new UIS to document and track.

The Contractor shall determine and document the condition of all existing Broomfield utilities, in accordance with Broomfield'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 Broomfield. The Contractor shall immediately notify Broomfield 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 Broomfield or from any other source: (a) the Contractor shall repair the damage itself to Broomfield's satisfaction; or (b) at Broomfield's election, Broomfield may make such repairs at the Contractor's expense. Contractor shall make payment to Broomfield within 60 days after receipt of Broomfield's invoice.

