

STA C800-0010

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

Project # ~~STU 1281-012~~ *PA*

Subaccount # 16501

LOCATION: 120th 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.

Utility Coordination

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

Notice shall be given to Broomfield 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 are the UISs (#03-001 thru #03-009) supplied by CDOT identifying potential impacts to Broomfield'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 Broomfield 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 Broomfield, 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 Broomfield'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 Broomfield.

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

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

Estimated schedules for reviews are as follows:

- (a) **30 days for Broomfield to review and accept or provide comments**, and
 - (b) **14 days for Broomfield to re-review** any URD that is revised.
2. After each URD has been executed by Broomfield 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

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

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 Broomfield. The Contractor shall document acceptance of the utility relocation by executing a Construction Inspection Acceptance Letter – (Utility Owner) with Broomfield and submitting a copy to CDOT.

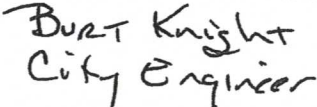

As-Built Plans

The Contractor shall provide as-built plans of the utility relocation to CDOT and Broomfield as soon as practicable, but not later than 90 days after execution of a Utility Relocation Construction Inspection Acceptance Letter with Broomfield. 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  Burt Knight City Engineer	DATE 7/2/08
CDOT REGION TRANSPORTATION DIRECTOR SIGNATURE  Ron Dickey – Region 6 Utility Engineer for Randy L. Jensen, Region Transportation Director	DATE 7-3-2008