

COLORADO DEPARTMENT OF TRANSPORTATION  
**STANDARD OFF-SYSTEM UTILITY AGREEMENT**

Project #

Location

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between the (City and/or County) \_\_\_\_\_, Colorado, hereinafter referred to as the Local Agency, and (Utility Company) \_\_\_\_\_, hereinafter referred to as the Owner.

**WHEREAS:**

1. The Off-System construction project authorized by Title 23 U.S.C. that necessitates this agreement is being administered by the Colorado Department of Transportation, hereinafter referred to as the State; and
2. The Local Agency has deemed it necessary to make certain highway improvements on the Local Agency's Highway System, generally located as follows:

City or County \_\_\_\_\_ Highway or Street \_\_\_\_\_

Located from \_\_\_\_\_ to \_\_\_\_\_; and

3. This proposed highway improvement will necessitate the relocation, adjustment or installation of certain facilities of Owner, as follows: \_\_\_\_\_

which work is shown in more detail in the plans submitted by the Owner shown in Exhibit B, which are prepared in form and manner required by Part 645, Subpart A of Title 23, Code of Federal Regulations (23 CFR 645A), and amendments thereto incorporated herein and made a part hereof by reference; and

4. The Owner has the Right of Occupancy in its existing location by reason of holding the fee, an easement, or other real property interest the damaging or taking of which is compensable in eminent domain; and
5. The Local Agency has on record suitable evidence of the Owner's title to a compensable real property interest pursuant to 23 CFR 645.107(a); and
6. It is necessary for the Parties hereto to comply with the applicable terms and provisions of 23 CFR 645A, along with supplements and amendments thereto which are incorporated herein by reference hereto, in order to obtain federal participation in the costs of relocation or adjustment involved herein; and
7. The Local Agency desires to implement the relocation, adjustment or installation of Owner's facilities as soon as possible; by entering into an Agreement with said Owner.

**NOW, THEREFORE, it is hereby agreed that:**

1. The Local Agency will reimburse the Owner for the costs of relocating, adjusting or installing Owner's facilities.
2. The Owner has determined that the method to be used in developing the relocation, adjustment, or installation costs shall be as specified and described hereafter.
  - a) Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable federal or state regulatory body, estimated in Exhibit A to be \$ \_\_\_\_\_.
  - b) An agreed lump sum of \$ \_\_\_\_\_, as supported by the analysis of estimated cost in Exhibit A.
3. All claims for right-of-way or easement cost reimbursement shall be invoiced separately from other cost items.

4. If costs are developed under procedure (a), the Local Agency shall, upon satisfactory completion of the relocation, adjustment or installation approve the final billing if acceptable to the extent field records and physical features are correct. If the Local Agency and the State have entered into an intergovernmental agreement whereby the State has agreed to reimburse the Local Agency, the Local Agency shall bill the State for the relocation, adjustment or installation cost with the Owner's final billing as documentation. Such items as overhead, handling charges and salvage credit may be checked by audit. After audit by the State, if one is performed, and per the terms of the separate intergovernmental agreement that shall have been executed between the State and the Local Agency, the State will reimburse the Local Agency the amount found eligible for reimbursement to the Owner.

5. If costs are developed under procedure (b) the Local Agency will, upon satisfactory completion of the relocation, adjustment or installation as determined by inspection of the Work and upon receipt of a billing prepared in acceptable form, approve the billing and, if applicable, bill the State for reimbursement as specified above and per terms of the separate intergovernmental agreement.

6. Upon execution of this Agreement by both Parties hereto, the Local Agency will, by written notice, authorize the Owner to proceed with the necessary relocation, adjustment, or installation and the Owner agrees to prosecute such Work diligently to completion in such manner as will not result in avoidable interference or delay to either the Local Agency's highway construction or to the said Work. Owner agrees to complete the relocation work within \_\_\_\_\_ days after notice to proceed is received, or that work is coordinated with the highway construction. Except as provided in clause 8, this contract will terminate on the date the final payment is made to Owner.

7. The Owner will carry out said relocation, adjustment or installation and accurately record the costs relative thereto in accordance with applicable rules, regulations and procedures, and all other provisions of 23 CFR 645A and the costs paid by the Local Agency pursuant to this Agreement shall be full compensation to Owner for all eligible costs incurred by Owner in making such relocation, adjustment or installation.

8. All records pertaining to said relocation, adjustment or installation will be retained for a period of not less than three years after final payment.

9. The Owner agrees that any facilities relocated to a position within the Highway Right-of-Way will be accommodated in accordance with the Section 38-5-101, C.R.S. 1973, as amended.

10. Bills for work hereunder shall be submitted to the Local Agency not later than 90 days after completion of the work by the Owner.

11. Where credit is not given for salvage, betterments, or expired service life, additional documentation supporting such determination may be required. The Local Agency and State shall have the right to inspect recovered materials prior to disposal by sale or scrap.

12. If the Owner determines during the performance of the Work that the estimated Work costs will increase beyond the **Exhibit A** estimate amount, the Owner must enter into a supplemental contract amendment with the Local Agency, or obtain other appropriate authorization from the Local Agency in order to increase the amount of this Agreement, before performing any Work which will exceed the current estimated cost. The Owner must itemize all cost increases on the final billing.

13. CDOT Form #70, the Owner's Cost Estimate (Exhibit A), and the Owner's Plans (Exhibit B) are attached hereto and are hereby made a part of this contract.

Local Agency
_____
By (Signature)
_____
Print or Type Name
_____
Title
_____

Owner
_____
By (Signature)
_____
Print or Type Name
_____
Title
_____