



General Terms and Conditions

1. **Cost.** Estimate is based on information provided by the client regarding expected project requirements. Actual costs may change as project elements are finalized or if the scope changes. The client will be notified prior to any changes of cost. Below is a list of possible changes to cost:
 - A 4-hr daily minimum applies for work within 40 miles of Loveland, CO. A 6-hr daily minimum applies for work between 40-75 miles from Loveland, CO. A 8-hr daily minimum applies for work greater than 75 miles from Loveland.
 - Mobilization charged per day / per trip.
 - Daily water fee of \$80 will be charged for each fill up if water is not available onsite and spoils disposal fee of \$100 will be charged for each dump if washout site is not available onsite.
 - Estimated services will be executed with towed hydro excavation vac trailers.
 - Depending on depth and soil conditions, a large vac truck may be required to pothole some utilities. Unless specified, large vac truck cost is not included.
 - Hourly rate includes materials cost for backfilling holes in pavement and/or dirt; additional material cost will apply if long-term restoration of pavement is required.
 - Hourly rate includes equipment cost for coring using portable core machines. For intensive coring, a second truck towing a core trailer may be requested. When used together with a hydrovac trailer, an additional two hours will be added to the potholing hours billed for the day. If used as a standalone service, half of the standard potholing hourly rate will be billed with a three-hour daily minimum required.
 - Nighttime and weekend work will be billed at 1.25 times the base potholing rate.
2. **Exclusions.** Estimate excludes bonds, taxes, permits, residential or business notification or flyers, traffic control, or any other type of work which is not specifically included in the estimated items.
3. **Standard Hours.** Estimate is based on Monday-Friday work weeks with regular hours taking place between 6:00 AM and 6:00 PM. Nighttime and weekend work is rarely done but when it is, it will be billed at an increased rate.
4. **Davis Bacon Act.** Client must affirmatively notify CUF in writing of responsibilities associated with Davis-Bacon Act awards for a given contract. If client disregards its obligation to report Davis-Bacon Act requirements, CUF reserves the right for corrective action including but not limited to: (1) \$250 administrative penalty, (2) all costs associated with corrective action, including an increase in the base potholing rate and backpay for work already completed to cover any additional labor costs.
5. **Indemnity.** Client shall indemnify and hold harmless Colorado Utility Finders (CUF) of any and all claims or suits made or filed for bodily injury and/or property damage growing out of the work. CUF shall indemnify and save harmless the client and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of character, type or description provided such claims, damages and reasonable expenses are attributable to injury or death to any person, or injury to any property, received or sustained by any person or persons or property arising out of, or occasioned by the negligent acts of CUF or its agents or employees in the execution or performance of this Agreement. CUF's obligation to indemnify the contractor shall extend only to the percentage of negligence of CUF in contributing to such claims, demands, liabilities or reasonable expenses.
6. **Insurance.** CUF will carry liability insurance in the following minimum amounts: General Liability Coverage: \$1,000,000 each occurrence / Workers Comp Coverage: \$1,000,000 each accident / Professional Liability Coverage: \$2,000,000 each accident / Automobile Liability Coverage: \$1,000,000 each accident / Umbrella Liability Coverage: \$4,000,000 each occurrence.
7. **Staging Equipment.** When available and working several consecutive days on a project, CUF will be allowed to stage equipment (trucks and trailers) on jobsite overnight to allow for more efficient workflow. In these cases, fuel surcharge would not be charged except on days when trucks mobilize.