



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:
 - If additional days are required on site to complete the work, additional traffic control, water, and spoils disposal fees may apply.
 - Permit costs are an estimate only based on project documents and public information from municipalities. Final permit cost will be billed at actual cost plus 10%.
 - Estimate assumes the use of a flowable fill mix and quick setting non-shrink grout to bond the core back in place for core hole restoration. If the municipality requires a flow fill mix from a third-party vendor or alternative restoration methods, an additional cost may apply if not included in the estimate already.
 - Unless specified, this estimate does not include the cost for replacing sidewalk or street concrete panels if coring is required by Client and the municipality requires full panel replacement.
 - 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.
 - Unless specified, estimate does not include railroad permitting, flagging, additional insurance, or other costs associated with potholing in railroad or RTD right of way.
 - Estimate for traffic control services includes flaggers, arrow boards, a traffic control supervisor and other regularly used items. Unless otherwise specified, it does not include the additional cost of uniformed police officers, message boards, or truck mounted attenuators (TMAs).
 - Unless specified, potholing efforts exclude dewatering, landscape restoration, hazardous materials handling, removal of locate paint markings, striping, removal of landscaping or existing conditions, and erosion control.
2. **Payment.** Client agrees to pay Colorado Utility Finders (CUF) the price described in the estimate for performing the work described herein subject to any additions or deductions. If it becomes necessary to make changes by altering, adding to or deducting from the work, the parties may, without invalidating the Agreement, agree to a written Change Order. The value of any such change in the work will be determined therein. CUF reserves the right to limit or stop work based upon CUF's judgement of the creditworthiness of Client. In the event of Client's failure to pay, CUF will be entitled to recover all costs and expenses associated with any and all collection efforts, including litigation.
3. **Access.** Client shall obtain any necessary easements or negotiate right of entry on private property prior to start of work and will inform CUF of any special conditions or situations at the work site.
4. **Quality.** CUF will comply with all applicable laws and warrants that the work will be performed in a good and workmanlike manner in accordance with the usual and customary standards for such construction work and to the specific municipality's standards in which the work takes place.
5. **Indemnity.** 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.
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.