

**COLORADO DEPARTMENT OF TRANSPORTATION
UTILITY AGREEMENT DETAILS**

Exhibit A

N/A

This Agreement provides for reimbursement of the following costs:
 Preliminary engineering by: Owner Consultant
 Construction/Traffic by: Owner SubAgreementor
 Construction engineering/inspection by: Owner Consultant

Existing utilities in conflict with highway construction are:
 on existing CDOT right of way on right of way CDOT will acquire or has since acquired

Adjusted and/or relocated utilities will be located:
 within ultimate CDOT right of way within an easement acquired for the owner

Proof of real property interest or eligibility for reimbursement is:
 Recorded title: County: book: page:
 Affidavit (attached) Form #:
 Local ordinance #: date:
 Easement (copies attached)
 Governmental subdivision (C.R.S. Sec.43-1-225)

A consultant was retained through:
 Competitive negotiation (attach certification of consultant).
 Existing ongoing written Agreement (attach certification of consultant).

A construction subAgreementor was or will be selected through:
 competitive bidding existing ongoing written Agreement

List any low-cost incidental work (eg., tree trimming, x-ray weld inspection, etc.) to be reimbursed under this Agreement which will be awarded without competitive bidding:

If CDOT and the Owner are each responsible for a share of the total relocation costs, the estimate and subsequent billings will be based on:
 Actual costs attributable to CDOT
 Total work adjusted to CDOT's pro-rata share (document method of apportionment in estimate).

The work will involve:
 Replacement of a building, pumping station, substation, or any other similar unit (include credit for expired service life in estimate).
 Betterment of a facility, other than one required by current industry codes or standards (include credit for betterment in estimate).
 Recovery of materials for later reuse by Owner (include credit in estimate for salvage exceeding \$5,000 at current stock prices).

Where will the records of this Work be maintained and where shall the executed Agreement documents be sent?
 Attention:
 Address:

Who will be the field liaison representative on this adjustment?
 Name:
 Address: (if different)

Phone # & e-mail address:

Phone # & e-mail address:

CDOT representative signature and title:

Phone #:

FOR INFORMATION ONLY

STATE UTILITY AGREEMENT DETAILS NOTES

Exhibit A facilitates the Agreement review process and documents conformance with applicable cost reimbursement criteria. Federal regulations on this subject are contained in 23 CFR, Parts 172, 635, and 645A. These regulations include conditions and limitations on federal-aid participation in utility relocation costs. The following notes explain certain requirements to guide the preparation of this and other Agreement documents.

ENGINEERING AND/OR CONSTRUCTION BY OWNERS FORCES: Owner must be adequately staffed and equipped to perform satisfactorily and in a timely fashion; Construction work must be of a minor nature routinely performed by the Owner's forces. (23 CFR 645.109, 635.205(b) and 45.115(a))

ENGINEERING CONSULTANT SERVICES: 1) Consultant selection subject to CDOT approval; sub-Agreements exceeding \$25,000 subject to price evaluation and approval by CDOT Agreements and Consultants Office. (23 CFR 172.7) 2) Consultant under existing ongoing written Agreement must regularly provide similar services for Owner's non-highway-related work; approval subject to finding by CDOT that costs are reasonable. (23 CFR 645.109(b))

CONSTRUCTION SUBCONTRACTS: Construction under existing ongoing written Agreement subject to finding by CDOT that costs are reasonable. (23 CFR 645.115(a)(3))

INCIDENTAL WORK: Incidental work awarded without competitive bidding subject to finding by CDOT that costs are reasonable. (23 CFR 645.115(a)(4))

UTILITY PERMIT REQUIREMENT: CDOT permit required if adjusted facilities are located within ultimate CDOT right-of-way.

EXCHANGING OF EASEMENTS: If replacement right-of-way is to be acquired, the CDOT Region Right-of-Way section must handle the exchanging of easements with the Owner.

PLAN DETAIL: Detail plans to illustrate the work covered by Agreement. Verify the location of existing and proposed facilities with respect to right-of-way boundaries and planned highway construction. Show existing facilities in red and proposed facilities in green.

The CDOT representative signature on CDOT Utility Agreements Details certifies conformance with applicable cost reimbursement criteria. Supporting documentation, if not included as part of this Agreement, is maintained in the project file and provided upon request.

FOR INFORMATION ONLY

SAMPLE OPTION LETTER

Exhibit B

NOTE: This option is limited to the specific Agreement scenario listed below AND cannot be used in place of exercising a formal amendment.

FY:	Old Routing #	Old PO #
Option Letter #	New Routing #	New PO # (if applicable)

A. FUNDING LEVEL UPDATE: Revised OWNER’S COST ESTIMATE (see Exhibit C-1) is attached.

B. REQUIRED PROVISIONS: In accordance with Paragraph 17 of the original Agreement between the State of Colorado acting by and through the Colorado Department of Transportation (“CDOT”) and _____ (the “Owner”), dated _____ (“Agreement”), CDOT hereby exercises its option to increase/decrease Work Costs (as defined in Paragraph 5 of the Agreement) based on changes in the Work as specified on the attached revised Owner’s Cost Estimate on Exhibit C-1. Exhibit C to the Agreement is hereby deleted in its entirety and Exhibit C-1 is hereby incorporated by reference into the Agreement.

The amount of Work Costs is increased/decreased by \$_____ to a new Agreement value of \$ _____ as consideration for Work ordered under the Agreement. Paragraph 5 Determination of Work Costs in the Agreement is hereby modified accordingly. The total Agreement value including all previous amendments, option letters, etc. is \$_____.

The effective date of this Option Letter is upon approval of CDOT Controller or delegate, whichever is later.

STATE OF COLORADO

John W. Hickenlooper, Governor

By: _____
for the Executive Director
Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

§24-30-202, C.R.S. requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. The Owner is not authorized to begin performance until such time. If the Owner begins performing prior thereto, the State of Colorado is not obligated to pay the Owner for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: _____
Colorado Department of Transportation

Date: _____

