

**Checklist for Standard Utility Agreements and Instructions**  
**(COVER PAGE)**

For *any* utility work, please send this cover page, with the following information, to CDOT (per current assigned Contract Writer guidance):

Request Date: Click or tap to enter a date.	Requestor's Name <sup>1</sup> : Click or tap here to enter text.
Utility Name: Click or tap here to enter text.	Requesting Region: Click or tap here to enter text.
Utility Project Code (Subaccount)#: Click or tap here to enter text.  Construction Project Code (Subaccount)# (if different/applicable): Click or tap here to enter text.	County of Project: Click or tap here to enter text.
Shopping Cart #: Click or tap here to enter text.  * <a href="#">Purchasing Approval Form</a> (executed by authorized party & attached to SC)	Location (Highway name and MP #s): Click or tap here to enter text.  Project/Work Description (i.e. in just a few words): Click or tap here to enter text.
Estimated Cost: Click or tap here to enter text.	SUA Purpose (i.e. sentence or two): Click or tap here to enter text.
<b>Field Liaison/Representative from Utility, for the project, including the following (below – please fill in all info):</b>	Requested Term (i.e. one year, five years, or specific end date): Click or tap to enter a date.
Name, Title: Click or tap here to enter text. Address: Click or tap here to enter text.	Current Project FHWA End Date: Click or tap to enter a date.
Phone: Click or tap here to enter text.	<b>Name, and Title for Authorized Agreement Signer</b> (also include names of any other recipients, who might need to review or be cc'd): Click or tap here to enter text.
Email: Click or tap here to enter text.	<b>Email address for Authorized Agreement Signer:</b> Click or tap here to enter text.

**Following consultation with the Engineering Contracts Unit, send the packet below (excluding this cover page) to the Utility eligible for reimbursement.**

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<sup>1</sup> Confirm RUE submitting request is CDOT Contact (if not, please provide contact details for CDOT Contact).

Also, *the RUE/CDOT Contact 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.

## Utility Agreement Instructions

(For information only – *not for inclusion* in Contract)

These instructions provide overview/facilitation of the Agreement review process and documents required to conform with applicable cost reimbursement criteria. **Any Utility seeking reimbursement must submit exhibits as described herein for inclusion in an Agreement to be executed between the State and Utility Owner. The State shall have no obligation to pay Utility Owner for any work performed or expense incurred prior to issuance of a Notice to Proceed, which is predicated on execution of Utility Agreement.**

Federal regulations on this subject are contained in 23 CFR, Parts 172, 635, and 645A. These regulations including 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 645.115(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 in 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 the 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 (or note alternate color-coded key within plans).



II. Utility Task Overview and Details of Work Reimbursable by the Agreement (include any easements, if applicable) *(to be completed/provided by Owner)*

EXAMPLE/Sample of Statement/Scope or Work details to include in ***paragraph format (i.e. language prepared in this section shall be included as the written Statement/Scope of Work in the agreement, and therefore the verbiage should narratively define the work and tie it to milestones, either monetary, time, or both)*** Utility Task Overview (i.e. SOW) shall include the following:

*(Note, this list contains the details that the Owner shall provide in a written paragraph(s) format, rather simply responding to the list of itemized information here. This shall be the written SOW that ties the work to the deliverable, and if time, state those here. If monetary, tie those deliverable to Estimate in Part III below.)*

- a) Utility's name and address,
- b) Any Consultant or SubAgreementor the Utility (and name and address),
- c) Location of the relocation,
- d) Type of relocation,
- e) Reference to the defined requirements from the State (if provided), or
- f) Detailed Scope of Work,
- g) Work plan,
- h) Associated deliverables/milestones,

III. Utility Estimate *(to be completed/provided by Owner)*

- a) Estimated number of hours\* and/or quantities,
- b) Detailed cost price for each deliverable/milestone,
- c) Any contingency separated by line item.

Examples of work that may need to be separated in the estimate include the following (non-exhaustive list of line items): preliminary engineering (see notes about rates below), construction engineering, construction labor, materials & supplies, materials handling charges, transportation & equipment, contract construction, miscellaneous expenses, etc.

\*For all engineering work included in the estimate (whether engineering work done in house or subbed out to a Consultant or Sub-Contractor), ***both the job title/classification and hourly rate, for any person who may billed, shall be included in this Estimate.*** All engineering rates shall be reviewed by audit in compliance with 23 CFR Part 172 and the Federal Acquisition Regulation (FAR) 48 CFR §31.201-3.

In the event an engineering rate is not approved by audit, the options are as follows: 1) the rates in the Owner's Estimate may be reduced to the audit-approved rate, or 2) if exception to the audited rate(s) is sought, documentation for the disputed rate shall be submitted by the Owner for exception review (e.g. professional work experience (resume or C.V.) and/or invoices documenting the hourly rate billed) for any individual conducting work in any relevant category for review.

**Exhibit B: Preliminary Plans (i.e. Map of Relocation Area)**

Include detailed map of the preliminary plans.

**Exhibit C: Sample Option Letter**

PO #:  
Routing #:

**SAMPLE OPTION LETTER**

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

<b>FY:</b>	<b>Old Routing #</b>	<b>Old PO#</b>
<b>Option Letter No. 1</b>	<b>New Routing #</b>	<b>New PO# (if applicable)</b>

**A. FUNDING LEVEL UPDATE:** Revised OWNER'S COST ESTIMATE (see Exhibit A-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 A-1. Exhibit C to the Agreement is hereby deleted in its entirety and Exhibit A-1 is hereby incorporated by reference into the Agreement.

The amount of Work Costs is increased 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**

Jared S. Polis, 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**

Robert Jaros, CPA, MBA, JD

By: \_\_\_\_\_  
Colorado Department of Transportation

Date: \_\_\_\_\_