

**DRAFT**

CMS No: \_\_\_\_\_

US 550/160 CONNECTION SOUTH PROJECT  
NHPP 5501-029 SUB ACCOUNT 22420

UTILITY RELOCATION AGREEMENT  
BP AMERICA PRODUCTION COMPANY

This UTILITY RELOCATION AGREEMENT (“URA”) is made and entered into, effective as of the date of mutual execution of this URA, by and between the Colorado Department of Transportation and BP AMERICA PRODUCTION COMPANY (“BP”).

The Colorado Department of Transportation (“CDOT”) will be releasing the Request for Proposal for the US 550/160 Connection South project (“Project”). The Project limits extend from the existing interchange of US 160 south along US 550 to the CR 302 intersection. In conjunction with this work, BP will be required to design and relocate its facilities in conflict with the Project. The following is summary of the Project schedule and proposed construction start date.

Project Schedule:

- Issuance of first Draft RFP March 2019
- Issuance of final RFP September 2019
- Announcement of Preferred Proposer NTP 1 December 2019
- Anticipated Construction Spring 2020

Proposed Project Work:

The Project will construct a four-lane Rural Principal Arterial for United States Highway 550 (US 550) from County Road (CR) 302 to United States Highway 160 (US 160). The Project will replace the existing two-lane facility on US 550 between CR 302 and CR 220 on the Preferred Alternative alignment defined in the 2005 *US 550 Environmental Assessment* (EA). This segment of the Project involves reconfiguration of the US 550 intersections at CR 219 and CR 220, improvements to existing local accesses, updates to roadway geometry, and new frontage roads at three locations. From CR 220 to the US 550 connection to US 160 at the Grandview interchange, the Roadway will follow the Preferred Alternative alignment defined in the 2006 *US 550 at US 160 Supplemental Final Environmental Impact Statement* (SFEIS), known as RGM6. This segment of the Project involves major earthwork to achieve the desired grade, construction of bridges across Gulch A Gulch B and a cattle overpass, two large mammal crossings underpasses, and a two-lane roundabout at the Grandview interchange. The Project will include several small mammal crossings, in accordance with the US 550 EA and US 160 SFEIS; drainage and permanent water quality improvements; and installation of an automated anti-icing system.

Definitions:

*Constructing Party* means the Party designated on the Work Order as being responsible for construction of a Relocation.

*Cost of Relocation* means the entire amount to be paid for Utility Work that is properly attributable to the Relocation after deducting from that amount the cost of any Incidental Utility Work, Betterments, Excluded Environmental Work, Depreciation Value, and/or Salvage Value, as applicable. All costs associated with the design and relocation of BPX's facilities impacted by the Project shall be covered by a Standard Utility Agreement between CDOT and BPX. The Contractor shall not include this cost in its contract price.

*Designing Party* means the Party designated on the Work Order as being responsible for design of Relocation.

*Contractor* means the organization(s) or consortium(s) hired by CDOT to design and construct the Project, and their contractors, successors, and assigns.

*Relocate or Relocation* means the adjustment of a Utility that is necessary for the continuous operation of Utility service, Project economy, sequencing of Project construction, or to bring the Utility into compatibility with the implementation of a Project, including without limitation: Protection in Place or Protect in Place, Removal and reinstallation, including necessary temporary facilities; transfer or modification of location; acquiring necessary right-of-way at a new location; moving, rearranging, or changing the type of Utility (exclusive of Betterments); Abandonment; and construction of a replacement utility that is functionally equivalent.

*Relocation Plans* means the preliminary and final Utility Relocation design plans and construction documents. Relocation Plans shall comply with the Relocation Standards and with the terms of this URA.

*Utility or Utilities* means buried gas gathering and distribution facilities, including necessary appurtenances, owned and/or operated by Owner that have been identified as potentially posing a conflict with the implementation of the Project and includes any such facility during and after Relocation. Utility or Utilities does not include private service facilities unless specifically agreed upon in writing by CDOT and Owner. No private gas service relocation work is anticipated with BP.

*Utility Work* means tasks, obligations and duties, exclusive of Incidental Utility Work and Excluded Environmental Work, required to either accomplish Relocation or confirm that no Relocation is required for a Utility, including:

- a) design of the Relocation, including subsurface utility engineering ("SUE") and the development of final utility relocation plans;
- b) construction of the relocation, including labor, materials and equipment procurement, temporary relocation, and relocation of existing service lines connecting to any Utility, regardless of the ownership of such service lines or of the property served by such service lines; and
- c) activities undertaken to effectuate the Relocation, hereinafter collectively referred to as "Utility Coordination," including without limitation:
  - i) verification by survey, potholing or otherwise that a Utility is, or is not, in conflict with the Project;
  - ii) provision of survey coordinate data, field surveys, and construction staking in the field for the construction of a Relocation;

- iii) acquisition of Permissions and property interests;
- iv) public information;
- v) traffic control;
- vi) resurfacing and restriping of streets and reconstruction of curb and gutter and sidewalks as may be required by any relevant authority;
- vii) development of and delivery to the non-Constructing Party of as-constructed plans (or, in the alternative, drawings marked to show changes in the field) showing each Relocation; and
- viii) activities performed to ensure and document that Utility Work is in accord with Relocation Plans, including, without limitation, materials handling; construction procedures; calibrations and maintenance of equipment; document control; production process control; and any sampling, testing, and inspection done for these purposes (collectively, "Quality Control").

*Work Order* means the document under which all Relocations shall be implemented and the Responsible Party designated, in accordance with the Work Order.

#### Agreement

Utility investigation has determined that this project will require design and relocation work to be completed by BP. This Agreement is to establish a process between the Utility Owner, CDOT and the Contractor. This process is further addressed in Book 2, Section 7 – Utilities in the RFP. This Agreement does not commit funding by any party.

CDOT has contracted with BP to perform advance relocation design for existing infrastructure known to be conflict with the Project. The known conflicts and proposed relocation of BP's facilities are shown in the utility plans for information only. Advance relocation is anticipated to commence on or about the Fall of 2019. However, relocation work may still be ongoing following NTP and commencement of the Project. The Contractor may be required to coordinate relocation work and phasing as part of the Project. Relocation costs for the design and construction will be covered by CDOT under a Standard Utility Agreement and shall not be included under the Contract Price of the Project.

The RFP may require the Contractor to coordinate the relocation of BP's facilities as part of the Project work. The RFP will also require the use of reasonable efforts to anticipate and avoid utilities, and to minimize impacts to existing and proposed utilities. The Contractor will be required to either execute a No-Conflict form or a Utility Work order with BP for relocation work that may be required. Examples of the No-Conflict form and Utility Work order are attached hereto.

CDOT and BP have identified the facilities to be in conflict with the proposed Project work. The Contractor will be responsible to confirm the conflicts and provide the appropriate documentation to CDOT that the Contractor and BP have coordinated the necessary relocation and identified impacts to existing facilities in completing this work. BP shall have final approval for the relocation design of its facilities. Any additional relocation work required by BP that is not covered by the advance relocation design or shown in the preliminary utility relocation plans shall be included in the Contract Price for the Project. The Contractor shall be responsible for coordinating and paying for this work.

The Contractor will execute a Work Order with BP that would define the roles and responsibilities for the relocation. Reimbursement costs to complete the utility relocation work will be determined in accordance with the Utility Accommodation Code, State Statutes and Federal Regulations.

If necessary, a Design of Relocation Acceptance Letter ("DRAL") will be executed by the non-Designing Party in connection with this URA, entered into by the Utility Owner and CDOT. Execution of this DRAL indicates the non-Designing Party's acceptance and approval of the design of the Relocation performed and completed by the Designing Party. A copy of the form DRAL is attached hereto for reference.

If necessary, a Construction of Relocation Acceptance Letter ("CRAL") will be executed by the non-Constructing Party in connection with this URA entered into by the Utility Owner and CDOT. Execution of a CRAL indicates the non-Constructing Party's inspection and acceptance of the construction of the Relocation performed and completed by the Constructing Party. A copy of the form CRAL is attached hereto for reference.

Appendices

Appendix A- No- Conflict Close out form

Appendix B- Work Order

Appendix C- Design of Relocation Acceptance Letter (DRAL)

Appendix D- Construction of Relocation Acceptance Letter (CRAL)

Colorado Department of Transportation:

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Josh Laipply  
Chief Engineer

Date:

BP AMERICA PRODUCTION COMPANY

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Date: