

# MEMORANDUM

COLORADO DEPARTMENT OF TRANSPORTATION

Region 2 South Program  
905 Erie Ave  
Pueblo, Colorado 81001  
(719) 546-5728  
FAX - (719) 546-5414



**DATE:** December 19, 2012

**FBR 0251-339**  
**I25-Ilex Design Build**  
**Sub. Acct. #17666**

**TO:** Matt Flores  
Safety and Traffic Engineering

**FROM:** Don Garcia  
Region 2 Project Manager

**SUBJECT:** Railroad Information, Exhibits and PUC Checklist  
New Str. No. K-18-GV - I-25 Structure over UPRR

Attached are Plan Sheets and other required information to help you submit a PUC application and obtain a Railroad Agreement from the UPRR for the above referenced structure over the Union Pacific Railroad.

The proposed **Design Build** project is on I-25 and will consist of replacing existing structures K-18-CL and K-8-CK with new structure K-18-GV. The UPRR

The Proposed Structure K-18-GV intersects with the Union Pacific Railroad at Railroad Milepost 895.70 (Crossing ID No. 422-009C). The proposed structure will be a minimum of 344 feet in length. The existing structures K-18-CK and K-18-CL were built in 1959 and are 1075 feet in length.

For your information I have attached a previous General Concept Application that discusses the Design Build process we used on a previous project... The Region would like to use this same process as this project is using the Design Build Procurement process.

If you have any questions or need additional information to assist you in obtaining the railroad agreement for this project please contact Don Garcia at (719) 546-5728.

Xc: Rowe  
DeHeart  
Project File

**Note to the Utility Engineer or the Project Manager:** Use this worksheet to collect and submit the information required for the C&M Agreement and/or PUC application

COLORADO DEPARTMENT OF TRANSPORTATION <b>CDOT Construction Project Information Worksheet</b>				
Project No. FBR 0251-339	SH No. 25	STIP No. SPB6153	WBS Element 17666.10.30	Region 2
Fund number, Function, GL Account 400,3020,4192000011				Date 12/11/12
Project Location ON I-25 AT MP 97.91		Municipality Pueblo	County Pueblo	
Type (check all that apply) <input type="checkbox"/> New Grade Separation <input checked="" type="checkbox"/> Replace Existing Structure <input type="checkbox"/> Resurfacing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> At Grade Crossing Safety Improvement			Region Utility Engineer  Joe Trevizo	
1. Type of existing At-Grade crossing surface:  N/A				
2. Type of proposed At-Grade crossing surface:  N/A				
3. Existing crossing type: <input type="checkbox"/> At-Grade <input checked="" type="checkbox"/> Overpass <input type="checkbox"/> Underpass				
4. Proposed crossing type: <input type="checkbox"/> At-Grade <input checked="" type="checkbox"/> Overpass <input type="checkbox"/> Underpass				
5. Type of existing warning device: <input type="checkbox"/> Passive <input type="checkbox"/> Active <input checked="" type="checkbox"/> Not applicable				
6. Type of proposed warning device: <input type="checkbox"/> Passive <input type="checkbox"/> Active <input checked="" type="checkbox"/> Not applicable				
7. Highway Milepost: 97.91				
8. National Inventory Crossing:422-009C (Attach FRA crossing sheet)	9. Railroad Company UNION PACIFIC RAILROAD		10. Railroad Milepost 895.70	
9. The existing structure was built in: 1959 (Attach copy of previous agreement)				
10. The existing structure no. is: K-18-CK and K-18-CL				
11. The designation of the new structure no. is: K-18-GV				
12. The current Average Daily Traffic (ADT): 70,000				

**Note to the Utility Engineer or the Project Manager:** Use this worksheet to collect and submit the information required for the C&M Agreement and/or PUC application

13. Current year of the ADT:			
14. year projection of the current ADT: 2032-92,400(ADT)			
15. Number of train movements per day:: 0-Track is no longer used			
16. Train speed in MPH: N/A			
17. Construction commencement date: 9/1/2013			
18. Construction will consist of (scope of work): Replacement of structures K-18-CK and K-18-CL over the Union Pacific Railroad. Reconstruct Stanton Street in a new location. Permanent Water Quality improvements. Signing, Striping, And Seeding.			
20. Roadway Realignment required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
21. Railway Realignment required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
22. Additional right-of-way will be required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Attach copies of all easements, current and proposed) Permanent Easement PE-3 will be obtained from Iron Phoenix Corporation. UPRR is not the property owner. UPRR has reserved right to occupy property by perpetual easement.			
23. Names, addresses, and phone numbers of Public Utilities adjacent to the project (use separate sheet):  See Attached Sheet			
24. Names, addresses, and phone numbers of owners of property adjacent to the project (use separate sheet):  See Attached Sheet			
Submitted by (Project Manager)	Address.	Phone Number:	Date 12/11/12
Don Garcia	905 Erie Ave Pueblo, Colorado 81001	719-546-5728	
		Fax Number: 719-546-5414	

Colorado Department of Transportation  
 Safety & Traffic Engineering Branch  
 4201 E Arkansas Ave  
 Denver, CO 80222

Email completed worksheet to:  
 MAT FLORES  
 Railroad Program Manager

NOW, THEREFORE, in consideration of the undertakings and agreements on the part of all parties hereinafter set forth and the faithful performance thereof, the parties hereto promise and agree:

here to and made a part hereof.  
August 30, 1957, representative sheets marked Exhibit B and Exhibit C, attached September 6, 1957; Rio Grande, December 12, 1957; Santa Fe, October 11, 1957; C & S interests may appear, as to general layout and clearances as follows: MOPAC, plans for these structures have been examined and approved individually, as their WHEREAS, the Department has made plans, specifications and estimates which

State of Colorado, and Township 20 South, Range 64 West of the Sixth Principal Meridian, Pueblo County, Milepost 618+48 feet (Union Depot Lead); all situated in the West 1/2 Section 31, also occupied by Santa Fe, centerline of highway survey crossing being Santa Fe 21+36.7 (Westbound Main Line) and 24+43.7 (Eastbound Main Line), said right-of-way structures spanning Rio Grande tracks and right-of-way at Rio Grande Survey Station House Lead), said right-of-way also occupied by C & S; and (3) construction of twin passing Santa Fe tracks and right-of-way at Santa Fe Milepost 618+207.5 ft. (Freight Station 65+60.5 (East Branch Main Line); (2) construction of twin structures over- structures overpassing MOPAC tracks and industrial properties at MOPAC Survey structures overpassing MOPAC tracks and industrial properties at MOPAC Survey

WHEREAS, the Department's proposal includes: (1) construction of twin part hereof, and City of Pueblo, location of which is shown on Exhibit A, attached hereto and made a Bureau of Public Roads, has allocated funds for constructing a Freeway through the of the State of Colorado, the Department, with concurrence and approval of the WHEREAS, under authority of the laws and statutes of the United States and

R E C I T A S

WITNESSETH:  
referred to hereinafter as the "Railroads",  
tion, hereinafter called C & S, collectively  
AND SOUTHERN RAILWAY COMPANY, a Colorado corpora-  
hereinafter called "Santa Fe", and THE COLORADO  
SANTA FE RAILWAY COMPANY, a Kansas corporation,  
called "Rio Grande"; THE ATCHISON, TOPEKA AND  
COMPANY, a Delaware corporation, hereinafter  
THE DENVER AND RIO GRANDE WESTERN RAILROAD  
Missouri corporation, hereinafter called "MOPAC";  
and the MISSOURI PACIFIC RAILROAD COMPANY, a  
OF COLORADO, hereinafter called the "Department"  
between THE DEPARTMENT OF HIGHWAYS OF THE STATE  
AGREEMENT, made this 3rd day of February, 1958,  
Railroad Overpasses  
Pueblo Freeway -  
I 92-3(8)  
Rev. February 17, 1958

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February 3, 1958  
Rev. February 17, 1958  
I 92-3(8)  
Pueblo Freeway -  
Railroad Overpasses

6. MAINTENANCE. Upon completion of said highway overpass structures (including superstructure, substructure, piers, abutments and walls, approaches and backfill), highway and drainage required by reason of each said structure and highway, Department shall and will, at its sole cost and expense, maintain the same in first class condition and repair and renew the same whenever necessary. While the Department will be required to maintain pre-existing drainage where the same will be obstructed, interfered with, or changed by the highway or highway overpass, the Department will not be responsible for the care or maintenance of pre-existing drainage which is not caused by or in any way affected or interfered with by the highway and highway overpass construction herein described, nor for care or maintenance of tracks and appurtenances, roadbeds and drainage of Railroads.

7. CONTRACTOR'S DEFAULTS AND OMISSIONS. Department shall be responsible, within the limits of its contract with its Contractor performing work on Railroads' properties, for correction or elimination of defaults or omissions of Contractor or any Subcontractor in respect of its or their performance under this contract or any contract between MoPac, Rio Grande, Santa Fe or C & S and Department's Contractor.

8. INSURANCE. Department agrees to procure from its Contractor the certificates and policies of insurance described in said Exhibits D and E and to deliver the same directly to MoPac's Chief Engineer, Rio Grande Insurance Department, Santa Fe's Chief Engineer and to C & S's Assistant Chief Engineer. No Contractor or Subcontractor shall enter upon or perform any work on Railroads' properties unless or until the insurance specified herein and in Exhibits D and E hereof, shall be delivered to and accepted by the Railroads, and all such insurance shall be kept in full force and effect during all times any such work is being performed on or in close proximity to Railroad's properties by Department's Contractor or Subcontractor.

9. ABANDONMENT OF HIGHWAY. If at any future time the said highway and/or overpasses located on properties of MoPac, Rio Grande, Santa Fe or C & S shall be abandoned or shall cease to be used as a public roadway, the licenses granted hereinbelow shall terminate; and, in that event, Department, at its sole cost and expense agrees to remove said overpasses and restore respective Railroad properties to their first and former state and condition, as nearly as possible.

as:

1. LICENSE BY MOPAC TO DEPARTMENT: The MOPAC, without warranty of title, and without consideration other than the performance of this contract by the Department, hereby licenses the Department to construct new highway overpass at MOPAC Survey Station 65+60.5 (Eastbound Main Line), in Pueblo County, State of Colorado, and thereafter to maintain, repair, renew and use said structure, approaches, and highway provided for by this Agreement. MOPAC reserves to itself, its successors and assigns, notwithstanding the license hereby granted, the perpetual, continued, uninterrupted and unlimited right to use its right-of-way and property for railroad purposes, and also reserves the right to use its right-of-way and property for any other purposes not inconsistent with the maintenance and use of said highway and highway overpass. Department understands that the license hereby granted is and shall remain subject to prior rights of any person, firm or corporation to use any portion of MOPAC's property at or near the project site.
2. RIGHTS-OF-WAY: MOPAC premises to be used for construction of highway overpass purposes as licensed in Paragraph 1 above, are more particularly designated

AGREEMENTS ON THE PART OF MOPAC

ARTICLE II

working agreements between the Railroad doing such work and its employees. For any services or work performed by Railroad personnel will be in accord with terms thereto becoming effective prior to date of this Agreement. Labor charges Procedure Memorandum 30-3, dated August 15, 1955, and any amendments of or supplemented in accordance with Department of Commerce, Bureau of Public Roads Policy and Such costs of any work done by the Railroads, or any one of them, shall be determined hereto attached as Exhibit D, made necessary by reason of said highway improvements. devices to embrace those referred to in Paragraph 2-G of the Contract and License rails, and including the cost of protective service and devices; such service and temporary and permanent changes in rail facilities and installation of inside guard performed by them, or any one of them, for the Department, including the cost of VII, Paragraph 1, Department agrees to reimburse the Railroads for any and all work performed by them, or any one of them, for the Department, including the cost of

A tract or parcel of land No. E-390 Rev. 2, of Colorado Department of Highways Project No. I 092-3(21), now identified as Project No. I 092-3(8), containing 2.625 acres, more or less, in the southwest quarter of Section 31, Township 20 South, Range 64 West of the Sixth Principal Meridian, Pueblo County, Colorado, said tract or parcel being described as follows:

Beginning at a point in the northerly right-of-way line of the Missouri Pacific Railroad Company from which the southwest corner of Section 31, Township 20 South, Range 64 West bears South 34 degrees 34 minutes 30 seconds West, a distance of 1126.6 feet, said point of beginning being North 41 degrees 07 minutes East, a distance of 201.6 feet from centerline of MoPac's East Bound Main Line track 3950.3 feet northwesterly of Mile Marker 895; thence North 66 degrees 28 minutes West along said northerly right-of-way line of MoPac, a distance of 329.1 feet; thence along the arc of a curve to the left, said curve having a radius of 5880.0 feet, a distance of 60.2 feet (the chord of which arc bears South zero degrees 34 minutes 30 seconds East, a distance of 60.2 feet); thence South 51 degrees 34 minutes East, a distance of 96.9 feet; thence South zero degrees 52 minutes East, a distance of 550.7 feet to a point in the southerly right-of-way line of MoPac; thence South 47 degrees 03 minutes East along said southerly right-of-way line, a distance of 173.2 feet; thence North zero degrees 52 minutes West, a distance of 18.8 feet; thence North 42 degrees 57 minutes East, a distance of 36.1 feet; thence North zero degrees 52 minutes West, a distance of 490.8 feet; thence North 55 degrees 27 minutes East, a distance of 90.1 feet; thence North zero degrees 52 minutes West, a distance of 70.6 feet, more or less to the point of beginning, containing 2.625 acres, more or less, and shown on Exhibit B.

ARTICLE III

AGREEMENTS ON THE PART OF RIO GRANDE

1. LICENSE BY RIO GRANDE TO DEPARTMENT: The Rio Grande, without warranty of title, and without consideration other than the performance of this contract by

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the Department, hereby licenses the Department to construct new highway overpass at Rto Grande Survey Station 24+43.0 (Eastbound Main Line) and Rto Grande Survey Station 24+36.7 (Westbound Main Line), in Pueblo County, State of Colorado, and thereafter to maintain, repair, renew and use said structure, approaches, and highway provided for by this agreement. Rto Grande reserves to itself, its successors and assigns, notwithstanding the license hereby granted, the perpetual, continued, uninterrupted and unlimited right to use its right-of-way and property for railroad purposes, and also reserves the right to use its right-of-way and property for any other purposes not inconsistent with the maintenance and use of said highway overpass and highway. Department understands that the license hereby granted is and shall remain subject to prior rights of any person, firm or corporation to use any portion of Rto Grande's property at or near the project site.

2. RIGHTS-OF-WAY: Rto Grande premises, also occupied by Santa Fe, to be used for construction of highway overpass purposes as licensed in Paragraph 1 above, are more particularly designated as:

A tract or parcel of land No. E-393 of Colorado Department of Highways Project No. I 002-3(21), now identified as Project No. I 092-3(8), containing 0.658 acres, more or less, in the southwest quarter of Section 31, Township 20 South, Range 64 West, Sixth Principal Meridian, Pueblo County, Colorado, said tract or parcel being described as follows:

Beginning at a point in the southerly right-of-way line of The Denver and Rto Grande Western Railroad Company from which the southwest corner of Section 31, Township 20 South, Range 64 West bears South 19 degrees 53 minutes 30 seconds West, a distance of 175.2 feet, said point of beginning being South 19 degrees 25 minutes East, a distance of 50.0 feet from centerline of Rto Grande's Eastbound Main Line track at a point 2199.0 feet northeasterly of Rto Grande Milepost 119, said beginning point also being South 19 degrees 25 minutes East, a distance of 81.2 feet from a point on centerline of Santa Fe's track at a point of 2.0 feet northeasterly from Santa Fe Milepost 618 (Union Depot Lead); thence North 4 degrees 35 minutes East, a distance of 154.0 feet to the northerly right-of-way of Rto Grande; thence along said

northerly right-of-way line along the arc of a curve to the right with a radius of 477.47 feet, a distance of 86.0 feet (the chord of which arc bears North 85 degrees 49 minutes 30 seconds West, a distance of 85.9 feet); thence continuing along said northerly right-of-way line along the arc of a curve to the right with a radius of 268.0 feet, a distance of 69.8 feet (the chord of which arc bears North 62 degrees 27 minutes West, a distance of 69.7 feet); thence South 4 degrees 35 minutes West, a distance of 247.3 feet to the southerly right-of-way line of Rio Grande; thence North 70 degrees 35 minutes East along said southerly right-of-way line, a distance of 164.2 feet, more or less, to the point of beginning, containing 0.658 acres, more or less, and shown on Exhibit C.

ARTICLE IV

AGREEMENTS ON THE PART OF SANTA FE

1. LICENSE BY SANTA FE TO DEPARTMENT: The Santa Fe, without warranty of title, and without consideration other than the performance of this contract by the Department, hereby licenses the Department to construct new highway overpass at Santa Fe Milepost 618+140 feet (Freight House lead) and Milepost 618+48 feet (Union Depot lead) in Pueblo County, State of Colorado, and thereafter to maintain, repair, renew and use said overpasses, approaches, and highway provided for by this agreement. Santa Fe reserves to itself, its successors and assigns, notwithstanding the license hereby granted, the perpetual continued, uninterrupted and unlimited right to use its right-of-way and property for railroad purposes, and also reserves the right to use its right-of-way and property for any other purposes not inconsistent with the maintenance and use of said highway and highway overpass. Department understands that the license hereby granted is and shall remain subject to prior rights of any person, firm or corporation to use any portion of Santa Fe's property at or near project site.

2. RIGHTS-OF-WAY: Santa Fe premises, also occupied by C & S, to be used for construction of highway overpass purposes as licensed in Paragraph 1 above, are more particularly designated as:

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A tract or parcel of land No. E-395 of Colorado Department of Highways Project No. I 002-3(21), now identified as Project No. I 092-3(8), containing 0.394 of an acre, more or less, located in the northwest quarter of Section 31, Township 20 South, Range 64 West of the Sixth Principal Meridian, in Pueblo County, Colorado, said tract or parcel of land being described as follows:

Commencing at the southwest corner of Baxter Subdivision of Homestead Block 18, Original Town of Pueblo; thence along the easterly line of Santa Fe Avenue, South 2 degrees 3 minutes 45 seconds East (bearings assumed for the purpose of this description), a distance of 251.3 feet, more or less, to the northeastern property line of The Atchison, Topeka and Santa Fe Railway Company; thence along said northeasterly property line, South 54 degrees 45 minutes 15 seconds East, a distance of 568.6 feet, more or less, to a point in the westerly right-of-way line of highway and the point of beginning of the metes and bounds of the tract of land herein described; thence continuing on last described course, a distance of 43.4 feet to a point of curve; thence continuing along said Railway property line, along the arc of a curve to the left with a radius of 2814.9 feet (the chord of said arc bearing South 56 degrees 04 minutes 09 seconds East, a distance of 129.2 feet), an arc distance of 129.3 feet, more or less, to a point in the easterly right-of-way line of said highway; thence South 4 degrees 35 minutes West along said highway right-of-way line, a distance of 112.7 feet, more or less, to said Railway Company's southwesterly property line; thence along said Railway property line, along the arc of a curve to the right with a radius of 2914.9 feet (the chord of said arc bearing North 56 degrees 44 minutes 44 seconds West, a distance of 170.9 feet), an arc distance of 170.9 feet, more or less, to the westerly right-of-way line of said highway; thence North 4 degrees 35 minutes East along said highway right-of-way line, a distance of 116.2 feet, more or less, to the point of beginning.

ARTICLE V

AGREEMENTS ON THE PART OF C & S

1. LICENSE BY C & S TO DEPARTMENT: The C & S, without consideration other than the performance of this contract by Department, hereby licenses the Department to construct new highway overpass over and across its tracks located on Santa Fe properties, opposite Santa Fe Milepost 618+207.5 ft. (Freight House lead), in Pueblo County, State of Colorado, and thereafter to maintain, repair, renew and use said structure, approaches and highway provided for by this agreement. C & S reserves to itself, its successors and assigns, notwithstanding the license hereby granted the perpetual, continued, uninterrupted and unlimited right to use its facilities so located on Santa Fe properties at subject location for railway purposes not inconsistent with the maintenance and use of said highway improvements. Department understands that the license hereby granted is and shall remain subject to prior rights of C & S to use such portion of Santa Fe's property at or near the project site.

2. RIGHTS OF WAY: It is understood and agreed between the parties hereto that C & S tracks and facilities, at the location specified hereinbefore, are situated on Santa Fe properties and that insofar as right-of-way from Santa Fe is concerned, the License granted the Department by Santa Fe in Article IV hereof, includes the right for the Department to perform the proposed work herein provided across the C & S tracks and shown on Exhibit C.

ARTICLE VI

AGREEMENTS ON THE PART OF THE RAILROADS

1. CHANGES IN RAILROAD FACILITIES. MoPac, Rio Grande, Santa Fe and C & S individually, and not collectively, agree, at Department's cost and expense, to make any and all temporary or permanent changes and modifications in their operating facilities located on their respective right-of-way that may be necessary to permit construction and maintenance of the highway and highway overpass structures, in accordance with said Plans and Specifications, except grading, surfacing and back-filling as provided for in Article I, Paragraph 2, hereof. Railroads shall have no obligations with respect to removing, relocating or reinstalling the facilities of any of their respective lessees or licensees, required to be removed, relocated or reinstalled incident to construction of the highway and highway overpass structures,

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but Department shall make all arrangements with respect thereto with the owners thereof, which arrangements shall be subject to approval of the respective Railroad's Chief Engineer or Assistant Chief Engineer of the C & S, obtained prior to commencement of the work.

2. GUARD RAILS. Railroads, at the sole cost and expense of Department, agree to construct guard rails along their respective tracks beneath the highway overpass structures, said guard rails to be installed in accordance with current standards and specifications of the specific Railroad involved.

3. INSURANCE - NOTICE TO DEPARTMENT. No Contractor or Subcontractor of the Department shall enter upon or perform any work contemplated by this Agreement upon Railroads' properties unless or until the insurance specified in Article I, Paragraph 8, and Exhibits D and E, hereof, shall be delivered to and accepted by the Insurance Departments of Mopac, Rio Grande, Santa Fe and C & S respectively, and all such insurance shall be kept in full force and effect during all times any such work is being performed on Railroad property by any Contractor or Subcontractor. Railroads agree to notify Department within twenty (20) days following delivery of said certificates and policies of insurance to their respective Insurance Department whether said insurance has been accepted or rejected, and, failing so to do, will be deemed to have accepted such insurance. Railroads further agree to notify Department promptly upon receipt of advice by their respective Insurance Departments that any of the insurance specified has been or may be cancelled during the progress of the work.

4. CONTRACTOR'S METHODS AND PROCEDURES - NOTICE TO DEPARTMENT. Railroads agree to advise Department whether or not Contractor's proposed methods and procedures for performing the work on their respective properties, as provided for in said Exhibit D, are satisfactory, within twenty (20) days after submission thereof by Contractor to the specific Railroad involved; and, failing so to do, the Railroads will be deemed to have accepted same.

5. RIGHT TO STOP WORK. If any Contractor or Subcontractor employed upon Mopac, Rio Grande, Santa Fe or C & S properties, pursuant to this agreement, shall prosecute the work thereon contrary to Department's Plans and Specifications, or contrary to the Contract and License between Contractor and the Railroads, or if such Contractor or Subcontractor shall prosecute the work on Railroads' properties in a manner deemed by Railroad to be hazardous to its property and facilities or the

safe and expeditious movement of its traffic, or if the insurance prescribed in Article I, Paragraph 8, and in Exhibits D and E hereof, shall be cancelled during progress of the work, MoPac, Rio Grande, Santa Fe or C & S, as the case may be, shall have the right to stop the work on their respective property until the acts or omissions of such Contractor or Subcontractor have been fully rectified to the satisfaction of its respective Chief Engineer or additional insurance has been delivered to and accepted by the respective Railroad. No such work stoppage shall give rise to or impose upon the Railroads, collectively or individually, any liability to Department or any Contractor or Subcontractor. In the event any of the Railroads shall stop the work upon its property, immediate notice thereof shall be given to Department's Chief Engineer at Denver, Colorado.

#### ARTICLE VII

##### APPROVAL, CANCELLATION, ETC.

1. FEDERAL AID PROJECT: It is understood that the project herein contemplated is to be financed in part from funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, agreements, awards of contracts, acceptances of work and procedure in general are subject at all times to all Federal laws, rules, regulations, orders and approvals applying to it as a Federal Aid Highway Project.
2. NO BENEFIT TO RAILROADS: It is understood no benefit accrues to MoPac, Rio Grande, Santa Fe or C & S with respect to the provisions of Section 5-B of Federal Aid Highway Act approved December 20, 1944 (58th Statute 841), requiring certain participation on the part of a railroad company in the construction costs of railroad-highway grade separations on the basis of the net benefit received. It is understood and agreed on the part of the parties hereto that, in accordance with the provisions of General Administrative Memorandum No. 325, no benefit will accrue to the Railroads because the new highway overpasses herein provided create new grade separations.
3. CANCELLATION: In the event delays, expenses or difficulties arise in securing necessary approvals, or in acquiring necessary right-of-way, or in settling damage claims, or for any other reason, which, in the opinion of the Department, render it impractical to utilize funds from the current appropriation for the construction of the project, then at any time before actual construction is started

RECEIVED  
FEBRUARY 3 1958  
PUEBLO COUNTY CLERK  
PUEBLO, COLORADO

such assistant as he may designate, until it shall have been approved by the Controller of the State of Colorado, or by

5. APPROVAL BY STATE CONTROLLER: This agreement shall not be deemed valid Commission at the hearing on such application. ment and the Railroads shall cooperate in presenting all matters involved to said and rights-of-way of the Railroads at the locations herein provided and the Depart- struction of the new highway-railroad grade separation structures over the tracks application to the Public Utilities Commission for authority and approval of con- State of Colorado, it being understood and agreed that the Department shall make hereby provided for, have been approved by the Public Utilities Commission of the unless and until the location of and the plans and specifications for the structures, for the highway-railroad grade separation structures, shall not become effective agreement, other than for the preliminary preparation of plans and specifications

4. APPROVAL BY THE PUBLIC UTILITIES COMMISSION: The provisions of this of notice of such cancellation. this contract and which were incurred by that Railroad up to the date of its receipt for any and all costs and expenses which are reimbursable to the Railroads under void; provided, however, that each Railroad shall be paid by the Department in full cancellation upon the Railroads, and this agreement shall thereupon become null and pursuant to proper approval or authority, the Department may serve formal notice of

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# STATE OF COLORADO

## DEPARTMENT OF TRANSPORTATION

Safety and Traffic Engineering Branch  
4201 East Arkansas Avenue, EP 700  
Denver, Colorado 80222  
(303) 757-9268 Voice  
(303) 757-9219 Fax  
E-mail: hayne.hutchinson@dot.state.co.us

Example



May 27, 2004

Bruce N. Smith  
Director  
Public Utilities Commission  
1580 Logan St. Logan Towers - Level 3  
Denver, CO 80203

RE: PUC General Concept Application - Interstate 25 through the City of Colorado Springs - Seven Projects over or under the tracks of the Union Pacific Railroad Company, El Paso County; IM 0252-370, 14740.

Dear Mr. Smith:

Please find enclosed one original and eight copies relating to the Central Colorado Springs Design Build Project on I-25 through the City of Colorado Springs.

Appropriate action by the Commission is requested.

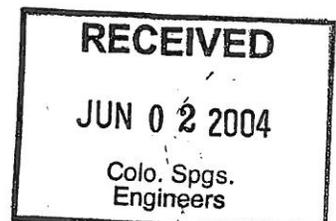
Sincerely,

A handwritten signature in cursive script that reads 'Hayne Hutchinson'.

Hayne Hutchinson  
Railroad Coordinator

Enclosures

cc: Don Garcia, Reg. 2 w/encl. ✓  
Bruce Johnson, Utilities, wo/encl.  
File



BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF COLORADO

DOCKET NO. \_\_\_\_\_

IN THE MATTER OF THE APPLICATION OF THE COLORADO DEPARTMENT OF TRANSPORTATION FOR AUTHORITY TO DEMOLISH, CONSTRUCT, WIDEN AND MAINTAIN SEVEN GRADE-SEPARATED STRUCTURES AT RAIL-HIGHWAY CROSSINGS AT VARIOUS LOCATIONS WITHIN THE LIMITS OF THE CENTRAL COLORADO SPRINGS I-25 IMPROVEMENT PROJECT, ALONG I-25 FROM CIRCLE/LAKE INTERCHANGE TO THE BRIARGATE INTERCHANGE IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, STATE OF COLORADO

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**GENERAL CONCEPT APPLICATION**

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The Colorado Department of Transportation (CDOT) hereby submits this General Concept Application to the Public Utilities Commission, hereinafter referred to as PUC, of the State of Colorado, for an Order authorizing them, with respect to safety, to demolish, construct, widen and maintain grade-separated rail crossings of the Union Pacific Railroad Company, hereinafter referred to as UPRR, at seven (7) locations listed in **Exhibits A1 to A7**, in order to accommodate the reconstruction of I-25 Central Colorado Springs Design-Build Project ("the CCSDB Project" or "the Project"), within the City of Colorado Springs, El Paso County, State of Colorado. CDOT will also submit a site-specific, late-filed, submission for each such rail-highway overpass or underpass crossing when the final design for each rail-highway crossing is completed, as described below. CDOT's project number for the seven structures is: IM 0252-370, 14740. In support of this General Concept Application, CDOT states:

1. CDOT is an administrative department of the State of Colorado, duly authorized to construct, maintain and operate public highways in the State of Colorado, pursuant to sections 43-1-101 to 119 and 43-2-101 and 102, C.R.S.
2. CDOT's main address and the addresses and phone numbers of the representatives who will administer the Project are:

4201 East Arkansas Avenue  
Denver, CO 80222

Regional Representative:  
Robert Torres, P.E.  
Director  
CDOT Region 2  
905 Erie Avenue  
Pueblo, CO 81002-8017  
719-546-5452

The Project Engineer is:  
David Poling, P.E.  
1480 Quail Lake Loop  
Colo. Springs, CO 80906  
719-634-2323

3. The CCSDB Project. The Project generally consists of highway capacity, safety and operational improvements, along I-25, beginning at the Circle/Lake Interchange to Briargate Interchange along I-25 within the City of Colorado Springs as the north and south terminus. The specific Project improvements include:

Demolish and build two mainline (northbound and southbound) bridges; one new on-ramp and one new off-ramp from the new bridges; demolish and reconstruct the Bijou Street bridge over Monument Creek; widening of Rockrimmon Blvd. under the UPRR bridge and extending a culvert at the UPRR spur track. All of these projects are over or under the UPRR tracks or structures.

4. The primary purpose of the CCSDB Project is to improve motorist travel time, reliability, enhance safety, and support rapidly growing residential and commercial areas along the I-25 corridor. The Project is in a heavily congested corridor. The I-25 corridor bisects the City of Colorado Springs which has an approximate population of 370,000 persons. With employment centers at both ends of the corridor, traffic congestion occurs in both directions during the morning and evening rush hours. Traffic volumes in the Project continue to rise faster than increases in population and employment, because of tourism and truck traffic. All of these factors combine to make the CCSDB Project one of the highest volume, most congested corridors along the Front Range in Colorado.

5 The General Assembly in the 1999 legislative session approved House Bill 1324 (Design-Build/Best Value) authorizes CDOT to select a single contractor to design and construct transportation projects, including the CCSDB Project, on a Design-Build "best value" basis, rather than using traditional public contracting methods.

6. The design-build contract process is in sections 43-1-1401, et seq., C.R.S. These statutory sections authorize CDOT to use the design-build methods process for the Project. In adopting those sections, the General Assembly declared that a Design-Build Contract process

was needed by CDOT for various reasons, including but not limited to: a savings of time, cost, and administrative burden; improved quality expectations as to the schedule, budget; risk management savings due to lack of duplication of expenses and improved coordination of efforts. Unlike traditional transportation project contracting (wherein the design is completed by one contractor before the construction is started by a separate contractor), the nature of the Design-Build Contract process requires that the bulk (70%) of the design - and all of the construction - for the CCSDB Project will be performed (in general, concurrently) by the same Design-Build Contractor, and as and when the Design-Build Contractor determines appropriate. CDOT currently has available for the CCSDB Project a 30% design for the proposed highway-railroad crossings listed in Exhibits A1 to A7. CDOT has issued a Request For Proposals (RFP) to select a Design-Build Contractor. Since that Design-Build Contractor has not yet been selected, the final design for the Project is not now completed or available. That final design of the seven structures for the Project will only become available as, and when, the selected Design-Build Contractor develops and completes that design in conjunction with its performance of the construction of the Project.

7 CDOT anticipates that the CCSDB Project will begin in January of 2005 with a completion in the fall of 2008.

8. It is critical for CDOT to obtain general PUC approval, now, of all the CCSDB Project's work (at 30% design), before the Design-Build Contractor has been selected. The reasons that it is critical for CDOT to obtain that PUC approval now include the following: a) the reasons generally described in paragraph #6 above, including that the Design-Build Contract process will require the selected Design-Build Contractor to design the bulk (70%) of the CCSDB Project while the CCSDB Project is being constructed, with the result that the design will not be completed before the construction is completed (i.e., 100% completed design cannot be presented to the PUC for approval before the Project is constructed); and b) PUC approval now will prevent probable delay in the Design-Build Contractor's performance, which could otherwise be caused if the Contractor had to apply for such approval later during its performance of the Project. PUC approval now will thereby allow the Contractor to adhere to the CCSDB Project schedule, which means that the estimated \$120 million Project will have a significantly lower cost for CDOT; and c) PUC approval now will validate the proposed specific AAREMA, FHWA, FRA, and PUC design criteria, and it will confirm the Contractor's responsibility for compliance with such criteria and the resulting site specific submittal process in advance of its bid submittal under the RFP, thereby removing uncertainty and risk for the Contractor and (again) lowering the Project cost for CDOT.

9. Request as to Waiver of Certain Requirements. To obtain that critical general PUC approval now, and to also continue to address PUC requirements for each crossing as it is completed during the course of the CCSDB Project, CDOT proposes the following process modifications and waivers:

Application Process

A. CDOT is submitting this general concept Application to request PUC approval of specific crossing design criteria that CDOT proposes to use to design/construct all of the Project crossings listed in **Exhibits A1 to A7**. Upon PUC approval of this general concept Application CDOT will require - as part of the Design-Build Contract - that the selected Design-Build Contractor shall comply with the approved design criteria in its design and construction of all the CCSDB Project's crossings.

B. When the Design-Build Contractor completes the final design for each specific crossing described in **Exhibits A1 to A7**, if that specific crossing was designed in compliance with the minimum criteria (or better) as approved by the PUC under this general concept Application, CDOT will also submit to the PUC - as a late-filed exhibit - a site-specific General Layout and Elevation Drawings (and any other documents required by the PUC) of the new structure for each such crossing. No separate Application or further public notice procedure will be required for each specific crossing, as long as the specific crossings are designed in compliance with the minimum criteria (or better) as approved by the PUC as a result of this general concept Application.

10. The Project will be Federally and State funded.

11. CDOT will maintain, repair, renew, and reconstruct, at CDOT expense, the new and modified structures, in accordance with the CDOT's standard maintenance procedures.

12. CDOT will be responsible for obtaining clearance or approval from utility companies which may be involved in the project, in writing or formal agreement, if utility adjustments are required. Names and addresses of public utilities adjacent to the structures are listed in **Exhibits A1 to A7**.

13. Additional right-of-way easement will be required for some of the new structures. CDOT will certify that the proposed project will be constructed on existing or acquired right-of-way, and that the additional right-of-way conform with Federal Highway Administration and State regulations. Owners of property adjacent to the improvement are listed in **Exhibits A1 to A7**.

14. CDOT will be responsible for construction zone traffic control during the period of construction.

15. CDOT's attorney is, Ms. Tracy Kinsella, Colorado Attorney General's Office, 1525 Sherman St., 5th Floor, Denver, CO 80203, will represent CDOT in all matters before the PUC relative to this application.

WHEREFORE, CDOT requests that the PUC issue an order:

1. Approving the Modified Application Procedure described herein, including this General Concept Application, and the late-filed site-specific submittal process for each such rail crossing, as may be amended by the PUC; and,
2. Authorizing CDOT, with respect to safety, to: a). construct all of the above-described **Exhibits A1 to A7** crossings in accord with AAREMA, FHWA, and PUC design standards, as may be amended by the PUC, and b) maintain such crossings to standard CDOT maintenance criteria; and
3. Modifying the application process so as to waive: a) the requirement of Rule of Practice and Procedure 22(f), to the extent applicable, as to number of copies of **Exhibits A1 to A7** to two (2) complete sets, two (2) for the PUC and two (2) for the UPRR, unless otherwise requested. and, b) to the extent that any of the exhibits to the Application may be considered not required by Rule.

DATED at Denver, Colorado the 27th day of May, 2004.



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Craig Siracusa, P.E.  
Chief Engineer

ADJACENT PROPERTY OWNERS

AFT Enterprises, LLC  
320 South Santa Fe  
Pueblo, CO 81003

Colorado East Bank and Trust  
(formerly AlphaBeta)  
401 S. Main  
Lamar, CO 81052

Spring Street Properties, LLC  
(ABC Plumbing)  
101 Spring St.  
Pueblo, CO 81003

Colorado DOT  
(Speken, Cliff Brice, Acorn, Wagner)  
4201 E. Arkansas Ave.  
Denver, CO 80222

S T Trani  
336 S. Santa Fe Ave.  
Pueblo, CO 81003

S F P S, LLC (Pagano)  
89 Purdue St.  
Pueblo, CO 81005

Hobbs Linoleum & Tile Company  
346 S. Santa Fe Ave.  
Pueblo, CO 81003

Pueblo County  
(Runyon Field)  
215 W. 10<sup>th</sup> St.  
Pueblo, CO 81003

Deltyn, Inc.  
(Taco Star)  
1041 Lynn Dr.  
Pueblo, CO 81006

D M S J Investments  
(vacant)  
19325 Campbell Rd.  
Colorado Springs, CO 80908

CARL PRUTCH  
(Engine Center)  
301 S SANTA FE AVE  
PUEBLO, CO 81003

GARY A. and LILLIAN R. WAYE  
(Animal Kingdom and Foxes Garden Supply)  
329 and 339 S. SANTA FE AVE  
Pueblo, CO 81003

D M E PIXIE LLC  
(Pixie Inn)  
440 S SANTA FE AVE  
PUEBLO CO 81003-3539

Utilities within Project Limits

Black Hills Energy  
Bob Chavez  
105 South Victoria Ave.  
Pueblo, CO 81003

City of Pueblo Stormwater  
Richard Mully  
211 East "D" Street  
Pueblo, CO 81003

Xcel Energy  
Edgie Walrath  
615 West Street  
Pueblo, CO 81003

Board of Water Works  
Scot Burbidge  
319 West 4<sup>th</sup> Street  
P.O. Box 400  
Pueblo, CO 81002

Century Link  
Larry Gurule  
141 East Enterprise Drive  
Pueblo West, CO 81007

City of Pueblo Wastewater  
Bruce Maurello  
1300 South Queens Ave.  
Pueblo, CO 81001

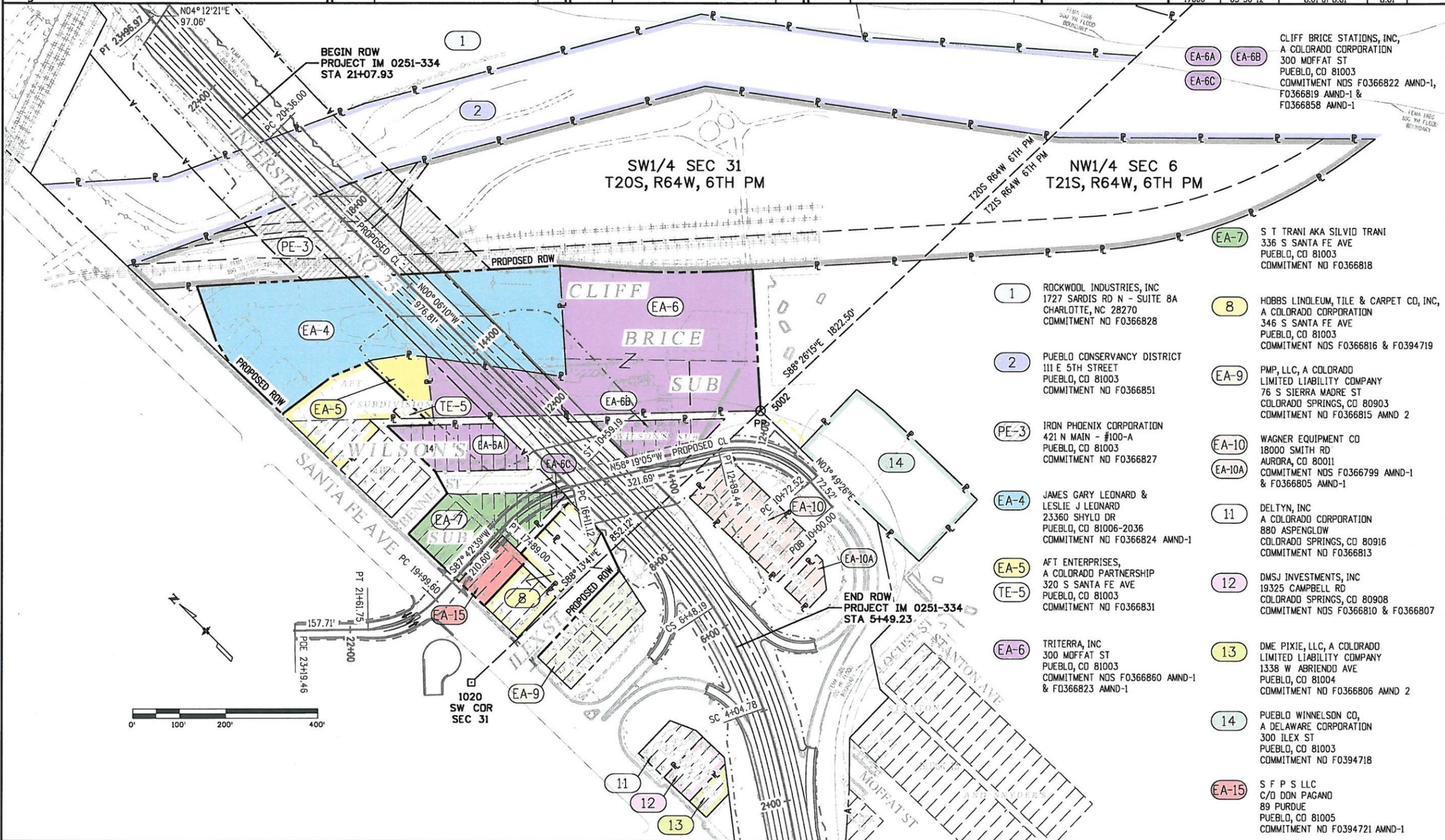
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**Farnsworth GROUP**  
 4755 FORGE ROAD, SUITE 150  
 COLORADO SPRINGS, COLORADO 80907  
 (719) 590-9194 / (719) 590-9111 Fax  
 www.f-w.com

Right of Way Plans			
Ownership Map			
Project Number: IM 0251-334			
Project Location: I-25 ILEX BRIDGE REPLACEMENT			
PUEBLO COUNTY, COLORADO			
Project Code:	Last Mod. Date:	Subset:	Sheet No. Sheet Total:
17666	05-30-12	8.01 of 8.01	8.01



- 1 ROCKWOOL INDUSTRIES, INC  
1727 SARDIS RD N - SUITE 8A  
CHARLOTTE, NC 28270  
COMMITMENT NO F0366828
- 2 PUEBLO CONSERVANCY DISTRICT  
111 E 5TH STREET  
PUEBLO, CO 81003  
COMMITMENT NO F0366851
- PE-3 IRON PHOENIX CORPORATION  
421 N MAIN - #100-A  
PUEBLO, CO 81003  
COMMITMENT NO F0366827
- EA-4 JAMES GARY LEONARD &  
LESLIE J LEONARD  
23360 SHYLO DR  
PUEBLO, CO 81006-2036  
COMMITMENT NO F0366824 AMND-1
- EA-5 AFT ENTERPRISES,  
A COLORADO PARTNERSHIP  
320 S SANTA FE AVE  
PUEBLO, CO 81003  
COMMITMENT NO F0366831
- EA-6 TRITERRA, INC  
300 MOFFAT ST  
PUEBLO, CO 81003  
COMMITMENT NOS F0366860 AMND-1  
& F0366823 AMND-1
- 8 HOBBS LINOLEUM, TILE & CARPET CO, INC,  
A COLORADO CORPORATION  
346 S SANTA FE AVE  
PUEBLO, CO 81003  
COMMITMENT NOS F0366816 & F0394719
- EA-9 PMP, LLC, A COLORADO  
LIMITED LIABILITY COMPANY  
76 S SIERRA MADRE ST  
COLORADO SPRINGS, CO 80903  
COMMITMENT NO F0366815 AMND 2
- EA-10 WAGNER EQUIPMENT CO  
18000 SMITH RD  
AURORA, CO 80011  
COMMITMENT NOS F0366799 AMND-1  
& F0366805 AMND-1
- 11 DELTYN, INC  
A COLORADO CORPORATION  
880 ASPENFLOW  
COLORADO SPRINGS, CO 80916  
COMMITMENT NO F0366813
- 12 DMSJ INVESTMENTS, INC  
19325 CAMPBELL RD  
COLORADO SPRINGS, CO 80908  
COMMITMENT NOS F0366810 & F0366807
- 13 DME PIXIE, LLC, A COLORADO  
LIMITED LIABILITY COMPANY  
1338 W ABRIENDO AVE  
PUEBLO, CO 81004  
COMMITMENT NO F0366806 AMND 2
- 14 PUEBLO WINNELSON CO,  
A DELAWARE CORPORATION  
300 ILEX ST  
PUEBLO, CO 81003  
COMMITMENT NO F0394718
- EA-15 S F P S LLC  
C/O DON PAGANO  
89 PURDUE  
PUEBLO, CO 81005  
COMMITMENT NO F0394721 AMND-1

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