

# STATE OF COLORADO

## DEPARTMENT OF TRANSPORTATION

Region 6  
2000 South Holly Street  
Denver, Colorado 80222



*RA*  
*STA C800-001*

Project # ~~STU 1281-012~~ CN  
SA # 16501

May 22, 2008

Lisa Hyland  
Qwest Corporation  
5325 Zuni Street, Room 728  
Denver, CO 80221

Subject: **LETTER OF UTILITY AGREEMENT**  
PROJECT NO.: STU 1281-012  
LOCATION: **120<sup>th</sup> Connection – Phase 1 – Design / Build**  
from SH 121 (Wadsworth Parkway) to Old Wadsworth Blvd.

This Letter of Utility Agreement is intended to establish project expectations, and a process for CDOT's Design / Build Contractor to work with Qwest Corporation to resolve all potential project impacts with Qwest utility facilities. The process is as follows:

### General Performance Standards

#### **Contractors Investigations**

The CDOT Design / Build Contractor (Contractor) shall take all actions necessary to identify and confirm the existence and exact location, size and type of all utilities within the project Right-of-Way (ROW) or otherwise potentially impacted by the project, whether or not such utilities are shown in the Utility Information Sheets (UIS) supplied by the Colorado Department of Transportation (CDOT). Such actions shall include making diligent inquiry at the offices of Qwest Corporation (Qwest), consulting public records, and conducting field studies (such as subsurface utility engineering) as appropriate. If the Contractor's investigations identify utilities not described in the UISs supplied by CDOT, the Contractor shall create and execute with Qwest a new UIS to document and track.

#### **Damage to Utilities Caused by the Contractor**

The Contractor shall determine and document the condition of existing Qwest utilities, and shall be responsible for any damage caused by the Contractor or its subcontractors, employees or agents, to property, designated utilities, structures, or subcontractors, employees or agents of Qwest. The Contractor shall immediately notify Qwest of any utility damaged by the Contractor during performance of the work on the project.

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### **Utility Coordination**

The Contractor shall be responsible for coordination of all project activities with Qwest and CDOT in order to accomplish all utility work. The Contractor shall issue all notices to Qwest in writing, with copies submitted to CDOT. In the discharge of its coordination responsibilities, the Contractor shall:

1. Keep Qwest fully informed of schedules with regard to utility work. The Contractor shall provide to Qwest, as soon as practicable, an estimated schedule for their respective utility work and shall notify Qwest of any changes to the schedule as soon as practicable; and
2. Keep Qwest fully informed of project changes that affect their utilities to avoid multiple relocations of the same utility; and
3. Consider, to the extent practicable, Qwests' needs for the allocation of resources to perform their respective utility work in a timely manner; and
4. Keep Qwest involved in making decisions that affect their utilities so Qwest is able to provide uninterrupted service to their customers, or to be subject to the least interruption practicable. Notices shall be given to Qwest when the Contractor is working adjacent to their utilities.

### **Utility Work Procedure**

#### **Utility Information Sheet (UIS)**

Attached to this agreement are the UISs (#06-001 thru #06-005) supplied by CDOT identifying Qwest's existing utility facilities and potential impacts that shall be resolved by the Contractor during the project.

The Contractor shall create a new UIS to document and track utilities discovered from the Contractor's investigations that are not described in the UISs supplied by CDOT. The Contractor shall provide the new Utility Information Sheet (UIS) to Qwest to review and sign. A copy shall be submitted to CDOT.

#### **Utility Tracking Report**

The Contractor shall maintain a current Utility Tracking Report that is available for review by CDOT at all times. The report shall update and expand the CDOT supplied Utility Tracking Report, by listing all UISs (CDOT supplied and any additions from field investigation) for each existing utility located within the ROW or otherwise potentially impacted by the Project.

#### **Utility No-Conflict Closeout Form**

Once the Contractor has determined that a utility shown on the Contractor's Utility Tracking Report is not a conflict, the Contractor shall provide a Utility No-Conflict Closeout Form to Qwest to review and sign. A copy shall be submitted to CDOT.



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### **Utility Relocation Design (URD)**

The Contractor is required to enter into a Utility Relocation Design (URD) with Qwest for each utility conflict that will address specific terms relevant to utility work. The Contractor shall negotiate the terms of each URD with Qwest, subject to CDOT's acceptance.

The Contractor shall provide project information including survey coordinates for the Utility Relocation Design (URD) and in the field for construction of the utility relocations by Qwest. The Contractor shall provide traffic control for utility work performed by Qwest that is coordinated with construction and is within the project limits.

Relocation plans prepared by Qwest will be attached to each URD. The Contractor shall review and approve, or provide comments to Qwest as appropriate, that the final Utility Relocation Design is compatible with the Project.

Each URD shall include a project schedule that includes the performance of the utility work by Qwest. A reasonable schedule required for each activity shall be negotiated between Qwest, the Contractor, and CDOT and shall be reflected in the URD.

If CDOT will be reimbursing Qwest for any costs in connection with utility work, (e.g. work within Qwest easement eligible relocation costs) the Contractor shall obtain a definitive cost estimate from Qwest in accordance with Qwest's standard practice, and obtain documentation from Qwest to confirm cost reimbursement eligibility, and shall submit to CDOT. After acceptance by CDOT, the estimate shall be incorporated into the applicable URD. Reimbursement after utility work is complete shall be made from Project Force Account - Utility Adjustments.

Each URD, including any required exhibits, shall be submitted for review and acceptance by the Contractor. Estimated schedules for reviews are as follows: (a) 30 days for Contractor to review and accept or provide comments on the URD developed by Qwest, and (b) 14 days for Contractor to re-review any URD that is revised. After each URD has been executed by Qwest and the Contractor, it shall be submitted for review and acceptance by CDOT. After a URD has been fully executed, no modifications to the utility work shall be made without processing a revised URD. Utility relocation work shall not begin until the applicable URD has been fully executed by all three parties.

### **Construction Inspection Acceptance Letter**

In order to evidence its acceptance of construction of the utility relocation performed by Qwest, the Contractor shall review and accept, or provide comments to Qwest as appropriate, that the construction of the utility relocation is compatible with the Project. The Contractor shall submit an executed Construction Inspection Acceptance Letter – (Contractor) to Qwest and to CDOT. The Contractor shall immediately notify Qwest and CDOT in writing of any noncompliance or inconsistency with the approved Utility Relocation Design.



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**CDOT Utility Permit**

Qwest will be responsible for obtaining all local agency utility permits and the CDOT Utility Permit for utility relocations. The Contractor shall verify that Qwest has obtained these permits. In the event the Contractor determines that Qwest does not have the required permits, the Contractor shall immediately notify CDOT in writing.

**As-Built Plans**

Qwest shall provide as-built plans of the relocation to CDOT and to the Contractor as soon as practicable, but not later than 90 Days after execution of a Utility Relocation Construction Inspection Acceptance Letter from the Contractor. The as-built plans may be in the form of redlining changes that deviate from the approved URD or labeling the approved URD "constructed per plan". The Contractor shall show the utility as-built information on the final Project as-built documents.

Please agree to this work process by signing below. Should you have any comments, please so note below your signature so that they may be considered in the final stage of plan design.

Utility Owner Agreement:

Adrianna Morrow                      Network Ops Manager                      7/8/08  
Signature                                      Title                                      Date

Utility Owners Comments:

*Agree entire document hinges on contractor findings. Qwest legal relocation letter to follow. AM*

Your response by **May 30, 2008** is required to meet the project schedule. Should you have any questions, please contact Donna Haight at (303) 757-9250, or me at (303) 757-9910. (FAX 303-757-9275)

  
Ron Dickey  
Region 6 Utility Engineer

Attachment (UIS #06-001 thru #06-005)