

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Region 6
2000 South Holly Street
Denver, Colorado 80222



STA C800-001

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

May 22, 2008

Michelle O'Nan
Xcel Energy
Gas Operations
1123 West 3rd Avenue
Denver, CO. 80223

Subject: **LETTER OF UTILITY AGREEMENT**
PROJECT NO.: STU 1281-012
LOCATION: **120th 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 Xcel Energy – Gas Operations to resolve all potential project impacts with Xcel Energy 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 Xcel Energy – Gas Operations (Xcel Energy), 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 Xcel Energy a new UIS to document and track.

Damage to Utilities Caused by the Contractor

The Contractor shall determine and document the condition of existing Xcel Energy 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 Xcel Energy. The Contractor shall immediately notify Xcel Energy of any utility damaged by the Contractor during performance of the work on the project.



Utility Coordination

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

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

Utility Work Procedure

Utility Information Sheet (UIS)

Attached to this agreement is the UIS (#09-001) supplied by CDOT identifying Xcel Energy'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 Xcel Energy 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 Xcel Energy to review and sign. A copy shall be submitted to CDOT.



Utility Relocation Design (URD)

The Contractor is required to enter into a Utility Relocation Design (URD) with Xcel Energy for each utility conflict that will address specific terms relevant to utility work. The Contractor shall negotiate the terms of each URD with Xcel Energy, 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 Xcel Energy. The Contractor shall provide traffic control for utility work performed by Xcel Energy that is coordinated with construction and is within the project limits.

Relocation plans prepared by Xcel Energy will be attached to each URD. The Contractor shall review and approve, or provide comments to Xcel Energy 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 Xcel Energy. A reasonable schedule required for each activity shall be negotiated between Xcel Energy, the Contractor, and CDOT and shall be reflected in the URD.

If CDOT will be reimbursing Xcel Energy for any costs in connection with utility work, (e.g. work within Xcel Energy easement eligible relocation costs) the Contractor shall obtain a definitive cost estimate from Xcel Energy in accordance with Xcel Energy's standard practice, and obtain documentation from Xcel Energy 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 Xcel Energy, and (b) 14 days for Contractor to re-review any URD that is revised. After each URD has been executed by Xcel Energy 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 Xcel Energy, the Contractor shall review and accept, or provide comments to Xcel Energy 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 Xcel Energy and to CDOT. The Contractor shall immediately notify Xcel Energy and CDOT in writing of any noncompliance or inconsistency with the approved Utility Relocation Design.



May 22, 2008
Michelle O'Nan

CDOT Utility Permit


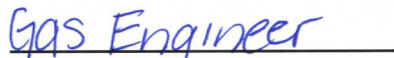
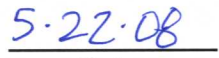
Xcel Energy will be responsible for obtaining all local agency utility permits and the CDOT Utility Permit for utility relocations. The Contractor shall verify that Xcel Energy has obtained these permits. In the event the Contractor determines that Xcel Energy does not have the required permits, the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

As-Built Plans

Xcel Energy 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:

 Signature	 Title	 Date
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Utility Owners Comments:

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 #09-001)