

STATEWIDE UTILITY RELOCATION AGREEMENT CENTRAL UTAH TELEPHONE, INC.

This Statewide Utility Relocation Agreement, made and entered into this 21st day of ~~December~~ February, 2017, by and between the Utah Department of Transportation, ("UDOT") and Central Utah Telephone, Inc., Skyline Telecom, Bear Lake Communications, Inc., and Central Telcom Services, LLC, all dba CentraCom Interactive, a Utah corporation ("Company") each as party, ("Party") and together as parties, ("Parties").

RECITALS

WHEREAS, UDOT has jurisdiction over state highway rights-of-way and administers the programming, development, and completion of state and federal highway projects ("Project" or "Projects"); and

WHEREAS, the Company is a telecommunications services provider owning and operating a fiber optic network and related facilities ("Facilities"), within state highway rights-of-way under a Statewide Utility License Agreement and within Company-owned easements and fee title property; and

WHEREAS, certain highway Projects will require the relocation, adjustment, or protection of Company Facilities; and

WHEREAS, for the purpose of expediting the performance and reimbursement of required relocation work on state and federal aid highway projects, it is the desire of the Parties to enter into this Statewide Utility Relocation Agreement ("Agreement") with the understanding that the Parties will enter into future project agreements, which are supplemental to this Agreement, to address the scope of work, schedule, and other requirements for specific Projects ("Project Agreements"); and

WHEREAS, this Agreement, along with the Project Agreements, are made to set out the terms and conditions that will govern the utility relocation work.

AGREEMENT

THEREFORE, the Parties agree as follows:

1. PROJECT AGREEMENTS

- a. For each Project, UDOT will prepare a Project Agreement. All terms in the Project Agreement shall be supplemental to the terms of this Agreement. In the case of an inconsistency between the terms of this Agreement and the terms of a Project Agreement, the terms of the Project Agreement shall control. The Project Agreement should include a description and location of the utility relocation work, the party performing the utility relocation work, review times, the estimated duration of the utility relocation work, scheduled completion date, an estimate of the cost to each Party, any proposed betterments, a plan showing the existing and proposed locations of the Facilities, and any necessary right-of-way documents. The estimates contained in the Project Agreements will be based upon material and labor prices as of the date of the estimate and do not account for increases due to unforeseen circumstances in accomplishing the utility relocation work.
- b. The Project Agreement to describe and perform the actual utility relocation work on individual Projects is marked Exhibit "A" that is incorporated by reference.

2. PROJECT DEVELOPMENT AND COORDINATION

- a. During the design phase of any Project, UDOT and Company shall consult as necessary in an effort to determine if conflicts with the Facilities can be avoided. If utility relocation work is required, UDOT is responsible to propose and provide a location for the Facilities. UDOT will provide the Company with Project design plans as early as possible, and will schedule and meet with the Company to review the right-of-way, environmental requirements, design, construction, cost estimates, and scheduling for the Company's utility relocation work at specific locations on the Project to ensure maximum lead time for advance order of materials and work force scheduling.
- b. Company shall advise UDOT of the approximate time required for completion of the utility relocation work and all known limitations including permit and regulatory approvals, dependency upon work of other parties, lead times for acquiring materials, notifications, and scheduling work crews. UDOT will, by its standard specifications and/or special provisions, make its contractor aware of the coordination and cooperation required for timely completion of utility relocation work. The Company shall advise UDOT's contractor of the approximate schedule for completion of the utility relocation work and the Company shall diligently pursue its utility relocation work so that completion can be accomplished according to an agreed upon schedule after having been authorized to proceed.
- c. If either Party or its contractors intends to implement a redesign, scope or schedule change, UDOT and Company shall meet in advance and coordinate to identify the change and the potential impact to both Parties, including but not limited to costs and scheduling.
- d. The Company shall notify UDOT, or its contractor if so designated by UDOT, within 48 hours of its discovery of any occurrence or unforeseen circumstances that would prevent the Company from completing the utility relocation work according to the schedule agreed to in the Project Agreement.

3. DESIGN-BUILD PROJECTS

- a. During the proposal phase of any design-build Project, UDOT may schedule a meeting with the Company and UDOT's proposers or bidders. The purpose of the meeting is to discuss potential conflicts, determine if conflicts with the Company's Facilities can be avoided or minimized, and to provide proposers or bidders with any Company limitations for relocating its Facilities. The Company and UDOT may also meet individually with each prospective contractor.
- b. All provisions of this Agreement apply to design-build Projects unless stated otherwise.

4. BETTERMENT WORK

If the Company desires to include a betterment in the utility relocation work at any specific location, UDOT will allow for betterment work to be performed, provided the Parties can reasonably coordinate the Project schedule to accommodate the betterment work without increasing Project costs or delaying the Project. Betterment is defined as set forth in 23 C.F.R. §645.105, Definitions. Specifically, betterment is any upgrading of the facility being relocated that is not attributable to the highway construction and is made solely for the benefit of and at the election of the Company. The difference in costs between the functionally equivalent required utility relocation work, survey, mobilization, maintenance of traffic and traffic control required as a result of the Project and the Company's desired betterment required utility relocation work, survey, mobilization, maintenance of traffic and traffic control shall be at the Company's sole expense. The actual costs for the Company's betterment participation shall be determined upon completion and final billing for the required utility relocation work. If UDOT's contractor installs betterment Facilities for the Company, UDOT will provide the Company with a price breakdown for any betterment work requested.



5. COMPANY REQUIREMENTS

UDOT will comply with the following Company Utility Work requirements:

- a. Company requires an executed Project Agreement prior to procuring cable and splicing materials.
- b. Company requires a minimum of 8-10 weeks for the procurement of cable and splicing materials.
- c. Company splicing operations will be scheduled 2 weeks after fiber is in place and will be performed solely by the Company between the hours of 12 a.m. to 5 a.m. unless otherwise agreed to by the Company.
- d. Company will require a 2 week review and approval period for proposed design, estimate review, and internal approvals after design plans and estimates are delivered to the Company.
- e. Company shall approve, in advance in writing, any contractors who will perform any work on Company Facilities.
- f. Company requires that any utility relocation activities involving Company Facilities performed by UDOT or its contractors be performed during the hours of 12:00 a.m. to 5:00 a.m., unless otherwise agreed to in writing by Company

6. UDOT PROJECT RESPONSIBILITIES

- a. UDOT may perform Subsurface Utility Engineering (SUE) within the limits of a Project. Additional SUE work required to determine the vertical location of underground Facilities at specific, critical locations will be reviewed with the Company.
- b. UDOT, through its contractors, will provide surveying and staking of roadway facilities in order for the Company to clearly identify the roadway elements to properly relocate its Facilities. The cost of the roadway facilities surveying and staking will be at UDOT's expense and will not be recovered from the Company. Any of UDOT's survey control stakes or bench markers which are removed or damaged by the Company shall be reestablished by UDOT at Company's expense.
- c. During Projects, UDOT will provide Maintenance of Traffic and traffic control for utility relocation work at no cost to the Company. The Company is responsible to coordinate utility relocation work schedules and traffic control needs with UDOT to facilitate the Project schedule and minimize impacts to the public.
- d. During Projects, UDOT will provide, at no cost to the Company, clearing and grubbing for the utility relocation work as required by the Company and in accordance with UDOT's Standard Specifications.
- e. UDOT will require its contractors to protect in place any existing Facilities belonging to the Company, including services, which, with the concurrence of the Company, will not be relocated or adjusted during the proposed construction activities.

7. COMPANY TO DESIGN AND CONSTRUCT UTILITY RELOCATION WORK

- a. The Company, with its regular engineering and construction forces at its standard schedule of wages and working hours, or through its qualified contractors with whom it has continuing contracts or has obtained contracts upon appropriate solicitation, will perform the necessary design work, field and office engineering, and shall furnish all materials and perform the utility

relocation work on its Facilities, necessitated by the Project. In performance of the utility relocation work, the Company and its contractors will adhere to the requirements of Utah Administrative Code R930-7 and R930-8, as amended.

- b. The Company is required to meet clear zone requirements as defined in AASHTO's "Roadside Design Guide" and minimum vertical and horizontal clearances as defined in R930-7, as amended.
- c. The Company, while engaged in the relocation of its Facilities shall comply with UDOT's Standard Specification for Road and Bridge Construction Section 01355, Subpart 3.8, Discovery of Historical, Archeological or Paleontological Objects, Features, Sites, or Human Remains if performing utility relocation work within UDOT's right-of-way.
- d. Company-provided traffic control devices shall conform to the standards set forth in the Manual on Uniform Traffic Control Devices ("MUTCD") as adopted by UDOT. All flagging personnel shall be certified.
- e. Company employees and contractors working in the highway right-of-way shall comply with requirements of MUTCD Section 6D.03 concerning high-visibility safety apparel, as amended.

8. UDOT MAY DESIGN AND CONSTRUCT CERTAIN UTILITY FACILITIES

- a. The Company may, at its discretion, allow UDOT to perform utility relocation design and/or work by UDOT's engineering and construction contractors. The Party performing the utility relocation design and work, and the cost shares to be borne by each Party will be determined on a case by case basis. Details for utility relocation work distribution will be described each individual Project Agreement.
- b. UDOT will design the utility relocation work in accordance with the Company's standards regularly followed by the Company in its own work and not considered a betterment. In the event a conflict between UDOT and the Company standards, the higher standard will apply.
- c. The Company requires 2 weeks to review and approve any proposed design plans and pricing delivered by UDOT's engineers or contractors. The Company will approve the utility relocation plans and cost estimates in writing before incorporation into any Project Agreement.
- d. UDOT's engineer or contractor will be required to provide the Company with a schedule for the completion of its utility relocation work before the Company can prepare and submit a schedule for its utility relocation work.
- e. The Company will perform inspection of the utility relocation work on the Company's Facilities that is performed by UDOT's contractor. UDOT's contractor will accomplish the utility relocation work on the Company's Facilities in accordance with the plans and specifications approved by the Company. The Company, through its inspection of the contractor's utility relocation work, will notify UDOT's Resident Engineer within 48 hours upon discovery of any problems or concerns the Company may have with acceptance of the Facilities upon completion of the utility relocation work.
- f. UDOT will notify the Company at least 5 business days in advance of beginning any Utility Work covered by any Project Agreement, to allow the Company time to schedule an inspector to be present during the Utility Work. Such notification shall be by telephone with an email follow up. In the event UDOT fails to give advance notification and Utility Work is performed without the presence of a Company inspector, UDOT will, at no cost to the Company, facilitate inspection of the Utility Work including, if necessary, uncovering the Utility Work.

9. BUY AMERICA



The Company and UDOT, while engaged in utility relocation work, will comply with the requirements of 23 C.F.R. §635.410 and as specifically required in Exhibit "B" that is incorporated by reference.

10. CHANGES IN WORK

In the event there are changes in the scope of the utility relocation work, extra utility relocation work, or changes in the planned utility relocation work covered by this Agreement or Project Agreement, a modification will be approved in writing by the Parties thereto prior to the start of the utility relocation work on the changes or additions.

11. UDOT AUTHORIZATION TO PROCEED WITH UTILITY WORK

The Company shall not perform any utility relocation work until the Project Agreement for the utility relocation work is signed by the Company and approved by UDOT and the Company has been given notice to proceed.

12. COMPANY TO NOTIFY UDOT AND ITS CONTRACTOR BEFORE BEGINNING UTILITY RELOCATION WORK

The Company will notify UDOT's Resident Engineer, or authorized representative as identified in the Project Agreement, at least 48 hours in advance of beginning any utility relocation work. Such notification shall be by telephone with an email follow up.

13. EMERGENCY WORK

When the Company experiences an emergency unrelated to its utility relocation work on the highway Project, it may take care of the emergency, after which it will again notify UDOT as to when the utility relocation work will be resumed on the Project.

14. DAILY RECORD KEEPING

UDOT, through its Resident Engineer or authorized representative, will keep daily records of the utility relocation work performed by the Company. The daily records shall be signed by UDOT's Resident Engineer or authorized representative and the Company or its authorized representative. Copies shall be retained by the Parties to this Agreement. If emergencies occur requiring the Company's work forces to leave the job, record keeping shall be resumed upon return to the Project.

15. AS-BUILT RECORDS

In order to keep UDOT's assets database current a complete utility relocation as-built shall be submitted electronically at the completion of the utility relocation work. This is essential for documenting the location and other important attributes of installed, relocated, or abandoned Facilities. The Company shall provide the as-built for utility relocation work performed by the Company or its contractors and UDOT shall provide the as-built for utility relocation work performed by UDOT or its contractors. Each party shall collect as-built data during the utility relocation work performed by such Party in order to accurately capture all features related to the Facilities; both above and below grade. Utah Administrative Code R930-7-11. Standard UDOT Survey codes, in accordance with UDOT's Standard Specifications, Section 01721, Survey, 3.16, Utilities, will be used for as-built collection. The Company will supply an approved electronic as-built file to UDOT in the currently acceptable submission format.

16. REIMBURSEMENT FOR COMPANY'S WORK

- a. In accordance with Utah Code §72-6-116(3), UDOT is responsible for 50% of the cost of the utility relocation work of the Company's Facilities located within the non-interstate state highway right-of-way and 100% of the cost of the utility relocation work of the Company's Facilities located



within an easement or fee title for those costs that comply with Utah Administrative Code R930-8 unless otherwise set forth in a Project Agreement.

In accordance with Utah Code §72-7-108 and Utah Administrative Code R907-64, the Company is responsible for 100% of the cost of the utility relocation work of the Company's Facilities located longitudinally within any interstate system.

- b. The Company will submit itemized bills covering its actual costs incurred for performing the utility relocation work covered by the Project Agreements hereto, bearing the Project number together with supporting sheets on a monthly basis.
- c. Company will also send one final and complete billing of all actual costs incurred within 6 months following completion of the utility relocation work by the Company on the Project to:

UDOT Contracts, Estimates and Agreements Specialist
4501 South 2700 West, Box 148220
Salt Lake City, Utah 84114-8220

Failure on the part of the Company to submit final billings within 6 months of the completion of the utility relocation work will result in UDOT's disallowance of that portion of utility relocation work reimbursement.

- d. UDOT will reimburse the Company within 60 days after receipt of the billings, but only for those items complying fully with the provisions of Utah Administrative Code R930-8. UDOT will provide a written explanation of any billings not reimbursed and the Company shall have 30 days from the date of such explanation to cure any deficiencies and re-submit to UDOT if the cost is reimbursable.

17. SALVAGE CREDIT

All materials from the existing Company Facilities, which are recovered in suitable condition for reuse by the Company and not reused on the Project, shall be credited to the cost of the Project at current stock prices in accordance with 23 C.F.R. §645.117. If the recovered materials are not suitable for reuse, they shall be credited at salvage prices or such other prices as agreed upon between the Company and UDOT following inspection of the recovered material.

18. COSTS DIFFER BY MORE THAN TEN PERCENT

If Company's actual costs incurred for its reimbursable utility relocation work differs more than 10% (plus or minus) per line item from the amount contained in the Project Agreement cost estimate, then the Company is required to submit a letter of explanation with its billings indicating why and how the difference in costs occurred.

19. AUDIT

UDOT and/or the Federal Highway Administration shall have the right to audit all cost records and accounts of the Company pertaining to the Project in accordance with 23 C.F.R. Part 645, Subpart A. Should this audit disclose that the Company has been underpaid, the Company will be reimbursed by UDOT upon submission of additional billing to cover the underpayment. Should this audit disclose that the Company has been overpaid, the Company will reimburse UDOT in the amount of the overpayment. For the purpose of audit the Company is required to keep and maintain its records of work covered herein for a minimum of 3 years after final payment is received by the Company from UDOT. The Company shall have the right to review UDOT's cost documentation for the Utility Work performed on behalf of the Company.



20. MISCELLANEOUS

- a. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this Agreement at the request of the other Party.
- b. This Agreement does not create any type of agency relationship, joint venture, or partnership between UDOT and Company.
- c. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.

[Remainder of page intentionally left blank. Signature page to follow.]



In Witness Whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Central Utah Telephone, Inc.

By: *[Signature]*

Title: CEO

Date: Dec 21 2017

UTAH DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: *Alana Spendlove*

Title: Statewide Railroad & Utilities Director

Date: Dec 21, 2017

Approved as to Form:

By: *Renee Spooner*

Title: Assistant Attorney General

Date: Dec 21, 2017

Approved:

By: *Rambell R Park*

Title: Project Development Director

Date: Dec 21, 2017

Comptroller's Office:

By: *Shauna Sisneros*

Title: Contract Administrator

Date: Dec 21, 2017



Project No. _____; _____ County
Project Name: _____
Central Utah Telephone dba CentraCom Interactive
CID No. _____ PIN _____

EXHIBIT A

CENTRAL UTAH TELEPHONE PROJECT AGREEMENT

Supplement to Statewide Utility Relocation Agreement, Finance No. XXXXXX

This Project Agreement, made and entered into this _____ day of _____, 20__, by and between the Utah Department of Transportation, ("UDOT") and Central Utah Telephone dba CentraCom Interactive, a Utah Corporation ("Company"). Each as party, ("Party") and together as parties, ("Parties").

The Parties hereto entered in to a Statewide Utility Relocation Agreement dated _____ UDOT Finance No. XXXXXX. All Terms of the statewide utility relocation agreement remain in full force and effect unless otherwise specified herein.

AGREEMENT

Now therefore, the Parties agree as follows:

1. The Company will perform the following described utility relocation work in accordance with the terms and conditions of the Statewide Utility Relocation Agreement:
 - a. Description of the existing and proposed locations for Company's Facilities is described herein and attached as Exhibit "A" that is incorporated by reference"
 - i.
 - b. Description of utility relocation work to be performed, is described herein and attached as Exhibit "B" that is incorporated by reference:
 - i.
 - c. Schedule of the utility relocation work is described herein and attached as Exhibit "C" that is incorporated by reference:
 - i.
 - d. Betterments included:
 - e. Right-of-way documentation:
2. UDOT will perform the following described utility relocation work in accordance with the terms and conditions of the Statewide Utility Relocation Agreement:
 - a. Description of utility relocation work to be performed, including location, is described herein and attached as Exhibit "A":
 - i.
3. The Company requires XX days for review and approval of this Project Agreement.
4. Buy America requirements: [list any here].



Project No. _____; _____ County
 Project Name: _____
 Central Utah Telephone dba CentraCom Interactive
 CID No. _____ PIN _____

5. Utility relocation work to be completed under this Project Agreement is subject to the following special provisions:
 - a.
6. The Company shall be reimbursed by UDOT for XXX% of the actual costs incurred by the Company for performing the utility relocation work covered herein. A copy of the estimate is marked Exhibit "D" that is incorporated by reference.

TOTAL ESTIMATED COST OF PROJECT AGREEMENT _____	\$0.00
TOTAL ESTIMATED COST OF COMPANY PERFORMED UTILITY WORK	\$0.00
TOTAL ESTIMATED COST OF UDOT PERFORMED UTILITY WORK	\$0.00
COMBINED TOTAL ESTIMATED COST OF UTILITY WORK	\$0.00
TOTAL ESTIMATED AMOUNT OF COMPANY PARTICIPATION @ 50%	\$0.00
TOTAL ESTIMATED AMOUNT OF UDOT PARTICIPATION @ 50%	\$0.00

NOTE: The above are estimates only. Total payment to the Company by UDOT will be based on the actual costs incurred as determined after completion of the utility relocation work.



Project No. _____; _____ County
Project Name: _____
Central Utah Telephone dba CentraCom Interactive
CID No. _____ PIN _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Central Utah Telephone

By: _____

Title: _____

Date: _____

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UTAH DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

Approved:

By: _____
Title: Region Utility and Railroad Leader

By: _____
Title: Region Director

Date: _____

Date: _____

Comptroller's Office:

By: _____
Title: Contract Administrator

Date: _____



Exhibit B

BUY AMERICA

Federal-aid projects are subject to 23 C.F.R. § 635.410, Buy America Requirements. This federal regulation requires a domestic manufacturing process for all steel or iron products that are permanently incorporated into federal-aid highway construction projects. This includes relocation projects performed by utility companies and reimbursed by the Utah Department of Transportation. This exhibit establishes the required documentation and Company responsibilities to demonstrate compliance with this federal law. A copy of the federal regulation can be found at: http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm

- A. All products manufactured from steel and iron must be manufactured in the United States to be considered domestic.
 - 1. All manufacturing processes of the steel and iron material in a product such as melting, rolling, extruding, machining, bending, grinding, drilling, and coating must occur within the United States.
 - 2. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. The material applied as a coating is not subject to Buy America.

- B. Maintain Material Certifications of Compliance and submit to UDOT's Resident Engineer prior to payment and incorporation of the materials into a project.
 - 1. Include as a minimum the following information for Material Certifications of Compliance for Buy America:
 - a. Signed mill test report.
 - b. Signed certification by each Fabricator and Manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States.
 - c. Material descriptions, quantities, and means of material identification such as heat numbers, lot numbers, and other industry identification markings for each process the material underwent so the final product can be tracked through a step process from melting to final product.
 - d. Tracking quantities is not required for coating operations and for mill certifications.
 - 2. Include all steel or iron materials that can't be substantiated as being of domestic origin in cost documentation for foreign steel or iron.

- C. The above requirement does not preclude a minimal use of foreign steel or iron, provided the cost of the steel or iron used does not exceed one tenth of one percent (0.1 percent) of the total contract amount or \$2,500, whichever is greater.
 - 1. Company shall track the use of all permanent foreign steel incorporated in the project.
 - 2. Provide satisfactory cost documentation to UDOT's Resident Engineer prior to payment and incorporation of the materials into the project when foreign steel or iron is used.

- D. The following are exempt from Buy America except as noted:
 - 1. Temporary steel or iron materials.
 - 2. Materials left in place for the Company's convenience that could be removed without damaging the completed work.



3. Items such as nuts, bolts, washers, screws, concrete chairs, spacers, etc. and other steel or iron parts that may be considered miniscule or non-structural to the whole of the project.
4. Fencing stays, clips, staples, or other miscellaneous fencing components.
5. Manufactured assemblies:
 - a. The combined weight of steel and iron content is less than 51 percent when delivered to the job site for installation.
 - b. Not predominantly steel and iron as determined by UDOT.
 - c. The major steel and iron components of the following and other similar assemblies must meet Buy America requirements:
 - i. Concrete pre-cast items such as pipe, poles, boxes, conduit, risers, manholes, manhole covers, vaults or similar structures.
 - ii. Steel rebar as a component of placed concrete.