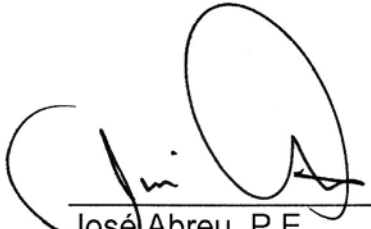


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Secretary

UTILITY WORK AGREEMENTS AND CERTIFICATION PROCESS

PURPOSE:

To establish a uniform procedure for the coordination of utilities on projects administered by Florida Department of Transportation (FDOT). This includes the negotiation, execution, and submission of Utility agreements and supplements thereto, the processing and filing of critical documents, consultant services, the development of a Utility Work Schedule, and the processing and distribution of agreement packages.

AUTHORITY:

Sections 287.055, 334.044(2), and 337.401 thru 337.404, Florida Statutes (F.S.)
Florida Administrative Code (F.A.C.) Rule 14-46.001; and 23 CFR Part 645.

REFERENCES:

Procedure No. 710-010-130, Utility Invoicing
Procedure No. 710-010-030, Utility Work Costs

GENERAL:

The District Utilities Office (DUO) or Designee will negotiate the terms of any Utility agreement, or coordinate the same, with any Utility/Agency Owner (UAO) whose facilities must be installed, adjusted, removed, relocated, protected, or designated/located on FDOT right of way (R/W). The DUO is responsible for all arrangements for clearing utilities on FDOT's construction projects, for maintaining the DUO utility file, and for certifying Utilities are cleared.

1. CONSULTANT SERVICES

- 1.1 Utility Outsource of Design: To qualify for reimbursement for engineering services, the selection of professional consultant services employed by the UAO must meet the requirements of **Section 287.055, F.S.**, and **Rule Chapter 14-75, F.A.C. Acquisition of Professional Services, Procedure No. 375--**

030-002 gives methods used by the FDOT.

- 1.2 **Utility Design by the FDOT Consultant Agreement (At Utility Expense), Form No. 710-010-56:** The FDOT can perform Utility Design work for the UAO using its consultant/designer if requested by the UAO and it is in the best interest of the public in accordance with **Section 287.055, F.S.**

2. UTILITY WORK SCHEDULE

Utility Work Schedules (UWS) shall be developed as follows:

- 2.1 The DUO will assist each affected UAO in preparing a **UWS, Form No. 710-010-05**, to be submitted with the appropriate agreement package during the final negotiations.
- 2.2 The DUO will review the submitted **UWS** and coordinate between other District Offices and UAOs to assure compatibility with highway construction, and inform the UAO if the schedule needs to be revised.
- 2.3 The DUO will approve the **UWS** and distribute the approved schedule as required to involved offices and agencies for inclusion into the bid documents for highway construction.
- 2.4 If it is necessary to change the **UWS**, the DUO will request the UAO to submit a revised **UWS** and related exhibits for preparation of final plans.
- 2.5 The DUO will review and coordinate with the other District Offices, and if acceptable, execute and issue another **Utility Work Order Change (UWOC), Form No. 710-010-04** upon receipt of the revised **UWS** and marked plans.
- 2.6 If changes to the **UWS** are requested after the project letting, the revised **UWS** must be approved by the DUO, the highway Contractor, and the Project Administrator.
- 2.7 The highway **Contractor's Work Progress Schedule** shall include all utility activities and time as shown in the approved **UWS**. The UAO will be held accountable for its **UWS**. With approval from the FDOT, the highway Contractor will coordinate its work with that of the UAO as specified by the **Standard Specifications, Section 7.11.6**.

3. UTILITY AGREEMENTS

The **Utility Work Agreement**, including any supplements thereto, is a legal contract between the FDOT and the UAO. These agreements provide for installing, adjusting,

removing, relocating, protecting, designating/locating, or otherwise accommodating utility facilities. The types of agreements for which the FDOT has standard forms can be found on the FDOT Utility Office web site (<http://www.dot.state.fl.us/rddesign/utilities/>). Based on negotiations and coordination between the affected UAOs, the DUO will prepare the appropriate agreement and related exhibits (if applicable).

The DUO will process the various agreements as indicated hereinafter:

3.1 For Reimbursable Agreements, Project Specific:

- 3.1.1 The DUO will determine the eligibility of FDOT cost participation and then acquire a **Utility Estimate Summary (Form number 710-010-06)**, **UWS**, marked plans and a **Utility Work Agreement (FDOT Participating in Expense), Form No. 710-010-54** from the affected UAO.
- 3.1.2 Upon receipt and approval of a **Utility Estimate Summary, UWS**, marked plans, and a signed **Utility Work Agreement (FDOT Participating in Expense)** from the UAO, the DUO will submit a request for funds to be programmed and authorized by the District Work Program Office (DWPO).
- 3.1.3 The DUO will request a funds encumbrance statement (or review, whichever is appropriate) from the Office of the Comptroller (OOC) through the Contracts Funds Management System upon confirmation of programmed funds from the DWPO.
- 3.1.4 After receipt of approved encumbrance from OOC, the DUO, District Legal, District Secretary, or designee(s), and the Federal Highway Administration (FHWA) (if applicable) will review and sign the agreement.
- 3.1.5 The **Agreement** is combined with the signed **UWS**, the **Utility Estimate Summary**, and the **Notice to Proceed** to form an **Agreement Package**.

3.2 For Reimbursable Master Agreements:

- 3.2.1 Upon receipt and approval of a **Utility Estimate Summary, UWS**, and marked plans from the UAO, the DUO will submit a request for funds to be programmed and authorized by the DWPO.
- 3.2.2 The DUO will request a funds encumbrance statement (or review, whichever is appropriate) from the OOC through the Contract Funds Management System upon confirmation of programmed funds from the DWPO.
- 3.2.3 The DUO will acquire signatures for the **Utility Work Order Change (UWOC), Form No. 710-010-04** from the individuals shown on the form.

3.2.4 The **UWOC** is then combined with the **UWS**, the **Utility Estimate Summary**, and the **Notice to Proceed** to form an **Agreement Package**.

3.3 Changes to Reimbursable Agreements and Master Agreements: (Within the Scope)

3.3.1 The DUO will request the UAO to submit documentation justifying an overrun when it exceeds the current **Agreement** estimated amount if and when a change in plans, specifications, material price increases, or quantities is required within the original scope of the Agreement.

3.3.2 The DUO will request additional funds in the same manner as listed above in the **Reimbursable Agreement Section** if justified.

3.3.3 For all changes to reimbursable agreements over the encumbered amount, approval for additional funds must be obtained from the OOC.

Note: There may be multiple utility work order changes that may occur during final plans, contract letting, or construction.

3.3.4 When signatures are acquired from the DUO and the FHWA Administrator (if applicable), the UWOC is sent to the UAO to be incorporated into the previously approved agreement package.

3.4 Calculating the cost of the reimbursable utility work:

3.4.1 Lump Sum option:

3.4.1.1 An agreed upon lump sum between the FDOT and the UAO must be supported by a detailed analysis of estimated costs prepared prior to the execution of the **Reimbursable Agreement** using the **Lump Sum** option.

3.4.1.2 The **Agreement Package** should include all the required supporting forms, such as the **Reimbursable Agreement** using the **Lump Sum** option, the **UWS**, plans, and estimates. All other appropriate information called for should be provided, including a determination of the allowance or disallowance of accrued depreciation credit.

3.4.1.3 There will be no reconciliation for lump sum amounts.

3.4.1.4 Partial payments **may** be paid on a percentage basis; however, there must be an appendix titled **"Changes to Form Document"** stating as such in the agreement. The UAO can then send correspondence stating the percentage of work completed and, upon verification, the FDOT may pay the UAO for that amount of work completed.

3.4.2 Force Account or Actual Cost method:

3.4.2.1 Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable federal or state regulatory body is permitted.

3.4.2.2 The Agreement Package should include all required supporting forms, such as the **Reimbursable Agreement** marked "**Actual**" and related indirect costs, the work schedule, and plans. All other appropriate information should be provided, including a determination of the allowance or disallowance of accrued depreciation credit.

3.4.2.3 Exacting information verified by a detailed final invoice and field audit (by the FDOT Construction Engineer (CEI)) on the actual cost of the UAO's work is required under the force account method. The amounts are subject to audit and adjustment.

3.5 Non-reimbursable Project Specific Agreements:

3.5.1 The DUO will acquire the required signatures. No programming of funds or fiscal approval is required.

3.5.2 The signed Agreement will be included as a part of the **Agreement Package**.

3.5.3 The DUO has the option to decide whether or not to pursue an **Agreement** for non-reimbursable utility work if a **UWS** has already been acquired.

3.6 Non-reimbursable Master Agreements:

3.6.1 After the **UWS** has been approved, either a UWOC or a **Notice to Proceed Letter** will be sent to the UAO with the approved **UWS** to authorize utility work.

3.7 Utility Work by Highway Contractor (UWHC) Agreements:

These agreements should be executed as early as possible in the utility negotiation process. Requests near the contract letting date may not be considered.

3.7.1 **(Form No 710-010-22) Utility Work By Highway Contractor Agreement (At Utility Expense)** – This agreement allows utility work for a project to be performed by FDOT's highway Contractor as part of FDOT's contract, instead of being performed separately by the UAO. This form is used when the work will be done at the UAO's expense, with the FDOT having the option of

participating in the expense in the event that the bid for the utility work exceeds the FDOT's official estimate by more than 10%.

- 3.7.1.1 The UAO is to provide a signed agreement and advance funds to cover the cost of all such work prior to advertising for bids for highway construction under the terms of this **UWHC Agreement**.
- 3.7.1.2 The DUO will obtain the following: a signed **UWS** (for back out purposes), all utility plans, specifications, and computation book (if applicable), in addition to the total payment for the work from the UAO. These items are to be obtained as specified in the **UWHC Agreement**. The utility pay items and utility special provisions will be included in FDOT's bid package. This information is to be furnished to the Project Manager when received from the UAO.
- 3.7.1.2.1 UWHC funding must be secured a minimum of 14 days before the advertisement date; 30 days is preferred.
- 3.7.1.2.2 For UWHC agreements greater than \$100,000, a **Memorandum of Agreement (MOA)** is necessary.
- 3.7.1.3 All utility pay items and specifications should conform to FDOT's **Plans Preparation Manual (Volume I, 625-000-007 and Volume II, 625-000-008)** and the **Basis of Estimates Handbook**. The estimate must be attached as an exhibit to the **UWHC Agreement** and include as a minimum:
- Pay Item Numbers
 - Unit Costs
 - FDOT Direct Charges for Administration (OPTIONAL BASED ON ACTUAL PROJECT JUSTIFICATION WITH MINIMAL 2% IF USED)
 - Ten percent (10%) contingency
 - Utility Technical Specifications (if applicable)
- 3.7.1.4 In order to make changes to the **UWHC Agreement**, the following is required:
- 3.7.1.4.1 If the bid tabs are lower than the agreement amount, UAO approval is not necessary. If the bid tabs are higher than the agreement amount, approval must be obtained from the UAO within 5 days. A **UWOC** may be required in both cases to amend the contract amount. If the UAO concurs with the higher amount, additional funds shall be submitted per the agreement.

- 3.7.1.4.2 Changes during construction for utility work will require sufficient documentation and may require additional funds from the UAO.
- 3.7.1.5 The DUO will transmit an executed copy and a completed Summary (also known as the **Joint Participation Agreement (JPA) Summary Sheet, Form No. 350-020-03**) to the DWPO and the OOC upon acquiring the appropriate signatures.
- 3.7.2 **(Form No 710-010-57) Utility Work by Highway Contractor Agreement (Lump Sum)** – This agreement allows utility work for a project to be performed by FDOT’s highway contractor as part of FDOT’s contract, instead of being performed separately by the UAO. This form is used when the work will be done at the UAO’s expense, with the amount being established as a one time lump sum payment.
 - 3.7.2.1 The UAO prepares a Lump Sum (LS) estimate for the work and submits it to the FDOT. The FDOT may accept or advise the UAO that their estimate needs to be revised. The lump sum amount must include 10% over the estimate per **Section 337.403, F.S.** The District may use its own cost estimates for similar type work. The DUO also coordinates the final pay items, quantities, and cost with the appropriate District office.
 - 3.7.2.2 The DWPO is notified and the Local Funds (LF) are programmed once the UAO agrees to the LS amount.
 - 3.7.2.3 The **UWHC-Lump Sum Agreement** with the completed project information and agreed to amount is sent to the UAO for execution once the LF are programmed.
 - 3.7.2.4 The DUO will acquire the appropriate signatures from other District Offices within the FDOT upon receiving the signed **UWHC-Lump Sum Agreement** from the UAO.
 - 3.7.2.5 The DUO will transmit an executed copy and a completed **Summary** (also known as the **JPA Summary Sheet, Form No. 350-020-03**) to the DWPO and the OOC upon acquiring the appropriate signatures.
- 3.7.3 **(Form No 710-010-21) Utility Work by Highway Contractor Agreement (At FDOT Expense)** – This agreement allows utility work for a project to be performed by FDOT’s highway Contractor as part of FDOT’s contract, instead of being performed separately by the UAO. This form is used when the work will be done at FDOT’s expense, with the UAO participating in the expense for any increase in value of the facilities or salvage value of the old facilities.

4. DISTRIBUTION OF THE AGREEMENT PACKAGE

- 4.1 The DUO will prepare three (3) originals of the **Agreement Package** (four, if a Federal-Aid Project) and transmit them to the UAO for execution. The **Agreement Package** consists of the appropriate standard **Agreement**, **UWS**, plans, **Utility Estimate Summary** (if applicable), and related exhibits necessary to fully delineate the work to be performed by the UAO.
- 4.2 After the UAO has executed and returned the **Agreement Package**, the DUO will review and approve; and, where appropriate, relay data to the appropriate District Offices (for example Financial Services, Construction, Work Program, Design Project Manager, etc.) for incorporation within the highway plans and project special provisions.

5. CERTIFICATION OF UTILITIES

Upon completion of all negotiations and arrangements for necessary relocation, adjustments, or other accommodations for all UAOs within the project limits, the DUO will certify by letter to the appropriate District Offices and the Federal Highway Division Administrator (if applicable) that all utilities have been coordinated for that project. A copy of all the **UWS's** are to be attached to the **Certification Letter**.

6. TRAINING

None

7. FORMS

All "710 Series" forms are located on FDOT's internet web site:

<http://www.dot.state.fl.us>,

or the Utilities Office internet web site:

<http://www.dot.state.fl.us/rddesign/utilities/>.

EXHIBITS FOR THE UTILITY FILE

The DUO utility file may include (if applicable) but is not limited to:

- Documentation supporting validation and scheduling of the utility work.
- Documentation supporting the reimbursement for cost of relocation.

- Documentation supporting acquisition of property interest from any UAO.
- Reviews with the Right of Way Office for guidance in the acquisition of Utility property interests.
- Third-party contract administration for preliminary engineering, construction engineering, and relocation work.
- Documentation of conflicts between separate utility entities or other entities within FDOT Right of Way (i.e., conflict matrix).
- Documentation of credits used for salvage, betterment, accrued depreciation and non-reimbursable segments.
- Copies of meeting minutes where decisions are jointly made between the various parties.
- Utility permits within the project limits (if applicable).