

Department of Transportation

Haydon Burns Building: 605 Suwanner Street, Lallahassee, Florida (3230), Telephone (904) 488 8541 WILLIAM N. ROSE SECRETARY

Division of Road Operations

January 1, 1981

Federal Highway Administration Municipalities Utility Liaison Committees Private and Public Utility Agencies State Agencies

Gentlemen:

FLORIDA DEPARTMENT OF TRANSPORTATION Utility Policy and Procedure Manual Volume I - Utility Negotiations

This publication is the Department's Sixth Edition and is not a supplement to material previously furnished, but is complete with text and appendix including the latest appropriate Federal Regulations governing utility work as related to the State and Federal Transportation Program. The supplemental edition currently in use by your agency as issued in 1978 should be discarded.

The purpose of this release is to clarify and expedite the handling of utility adjustments required by this program. Your office is being furnished an initial supply commensurate with the present need. Additional copies may be obtained at \$6.00 each.

Sincerely yours,

E. M. Salley, P. E. State Utility Engineer

EMS:pcc

cc: Distribution "E"

Enclosure

State of Florida Department of Transportation

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Effective: 1 Jan. 78 Distribution: E

Approved:

SUBJECT: Utilities;

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PURPOSE:

To provide a reference index of Utility and Railroad Standard Operating Procedures for ready reference.

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Effective: 1 Jan. 1980

Distribution: E

Approved:

SUBJECT: Utilities - Administration
RULE 14-46.01 & 14-46.02
FLORIDA ADMINISTRATIVE CODE
UTILITIES INSTALLATION OR ADJUSTMENT

PURPOSE:

To promulgate Chapter 1446, Florida Administrative Code, "Utilities Installation or Adjustment".

POLICY:

1. Rule 14-46.01, Florida Administrative Code, Utilities Installation or Adjustment effective April 13, 1970 supersedes all previous directives issued in conjunction with the Utility Policy and Procedures.

14-46.01 Utilities Installation or Adjustment.

- (1) PURPOSE--This policy is established to regulate the location and manner for installation and adjustment of utility facilities on the State Highway System in the interest of safety and of protection, utilization, and future development of the highways with due consideration given to public service afforded by adequate and economical utility installations and for the issuance of permits.
- (2) AUTHORIZATION BY THE DEPARTMENT REQUIRED--No person shall enter upon the right-of-way of any state road to construct, alter, or relocate any utility installation withour prior authorization by the Department except as noted in the Department's "Utility Accommodation Guide".
- (3) PERMITS TO BE ISSUED-Permits for the construction, operation, and maintenance of utilities upon the right-of-way of any road on a state maintained system will be issued in conformity with the Department's "Utility Accommodation Guide".

(4) REIMBURSEMENT CONDITIONS-(Other than Interstate)

- (a) There will be no reimbursement for adjustment or removal of existing utilities where utilities are located on public rights-of-way or other areas dedicated for public use.
- (b) The utilities will be reimbursed for relocating or adjusting their facilities where they are located on property in which they hold a compensable interest.

(5) REIMBURSEMENT CONDITIONS--(Interstate)

(a) If the relocation of utility facilities is required by construction of a project on the Federal Aid Interstate System, and the cost of such project is financed by the federal government to the extent of 90% under the Federal Aid Highway Act, then in that event the department will reimburse the expense of utility relocation in accordance with the Federal Highway Administration Federal-Aid Highway Program Manual Vol. 1, Chap. 4, Sec. 4.

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Effective 1 Jan. 1980 Approved:

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SUBJECT Utilities Administration

STATE UTILITY ENGINEER

PURPOSE:

To define the responsibilities of the State Utility Engineer.

- The State Utility Engineer operates under the supervision of the State Design Engineer and is responsible and accountable for all decisions, policies, procedures, activities and phases of the Department's Central Office Utilities Section.
- Basic policies and procedures will be formulated upon the terms, provisions and requirements of:
 - Florida Statutes 337.11 338.18 338.19 338.21 Α.
 - Florida Administrative Code, Rule 14-46.02 В.
 - Policy 132-046 Reimbursement for Utility and Railroad Relocations C.
 - D. Procedure 592-400 Utility Accommodations Guide
- U. S. Department of Transportation, Federal Highway Administration, Federal-Aid Highway Program Manual:
- (1) Vol. 1, Chap. 4, Sec. 4 (PPM 30-4), "Utility Relocation and Adjustments," dated June 29, 1973.
- (2) Vol. 6, Chap. 6, Sec. 3, Subsec. 2, "Accommodation of Utilities," dated November 29, 1972.
 - (3) Vol. 1, Chap. 4, Sec. 3, "Reimbursement for Railroad Work," dated April 25, 1975.
 - (4) Vol. 6, Chap. 6, Sec. 2, Subsect 1, "Railroad-Highway Projects," dated April 25, 1975.
- (5) Vol. 6, Chap. 6, Sec. 2, Subsec. 2, "Railroad-Highway Insurance Protection," dated October 25, 1974 and Transmittal 268, May 24, 1978.
- (6) Federal Highway Administration Implementation Package 79-8, "Railroad-Highway Grade Crossing Surfaces," dated August 1979.
- (7) Any related or referred to Federal-Aid Highway Program Manual and any supplements and/or revisions thereto, which will assure the maximum Federal-aid participation in the costs of the Utility facility adjustment and/or relocations.
- The State Utility Engineer shall formulate policies and establish procedures as necessary and require to effectively accomplish the mission of the Department's Utility Section.
 - A. The State Utility Engineer shall formulate policies and establish procedures for:
- (1) The format and context in the preparation of Railroad and Utility Agreements so as to maintain uniformity.

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- (2) The Central Utility Section's review of Railroad and Utility Relocation Agreements prepared by the District and/or comments, modifications or corrections as required to be accomplished by the District Utilities Section.
- (3) The processing of Railroad and Utility Relocation Agreements through Department Headquarters and submission to the Federal Highway Administration Division Administrator for review, comments, approval and authorization to proceed, or such modification or comments as may be required.
- (4) The written notification advising the Railroad and the Utility of approval and authorization to proceed with the facility adjustment and/or relocation as outlined in the Utility Relocation Agreement; and the Railroad's and Utility's responsibility to advise the District Engineer in advance of the proposed date of commencement of the facility adjustment and/or relocation.
- (5) The inspection of Railroad and Utility Facility adjustments and/or relocations by the Utilities Inspector and record keeping of such inspections.
- (6) Railroad and Utility billing requirements, billing submission and District and Central Office Utility Section review, verification and recommendations prior to transmitting billing to Department Comptroller for processing, audit and payment.
- (7) Railroad/Utility Change Orders, Railroad/Utility Extra Work Orders and Supplemental Railroad/Utility Force Account Agreements.
- (8) Accommodation and placement of Railroad/Utility facilities within highway right-of-way to insure that facility construction complies with prescribed codes and/or standards.
 - (9) Application and processing of Railroad/Utility Permits.
- (10) The writing or revising and updating of existing Standard Operating Procedures to reflect new policies, or changed conditions as may be required to effectively accomplish timely adjustment and/or relocation of Railroad and Utility facilities to accommodate highway improvements.
- B. The State Utility Engineer will promote the precepts of liaison to effectuate a harmonious relationship between the Department and the Railroad and Utility Industry, in order that each may effectively use information to a mutual advantage in the economical planning of proposed improvements.
 - C. The State Utility Engineer will have the responsibility:
- (1) To negotiate and conclude agreements with Federal Agencies, and may delegate to the District Utility Engineer specific areas to handle and expedite as required.
- (2) To consult with District personnel to evaluate effectiveness of policies and procedures, and to revise Standard Operating Procedures as required to improve efficiency of operations and channels of communication.
- (3) To advise the State Design Engineer of the current status of Railroad and Utility Relocation Agreements on projects being prepared by the Districts, and of any problems that will delay or prevent their early completion.
- (4) To assign the Engineer of Railroads and the Engineer of Utilities related responsibilities and accountability for specific areas of work within the Utilities Section.
 - (5) To handle all associated problems that pertain to Railroad and Utility facilities.

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Approved:

SUBJECT. Utilities - Administration

ENGINEER OF UTILITIES

PURPOSE:

To define the responsibilities of the Engineer of Utilities.

POLICY:

- 1. The Engineer of Utilities will organize and staff a Utilities Section, as required, to effectively accomplish its assigned responsibilities.
- 2. The Engineer of Utilities will be under the general supervision of the State Utility Engineer and will be responsible for monitoring progress and compliance of District Utility Engineers with regards to:

A. Predesign conferences:

- (1) Supervising the uniform preparation and handling of predesign conferences;
- (2) Participating in conferences involving complex considerations; and,
- (3) Reviewing all understandings and proposals resulting from predesign conferences.

B. Construction plans:

- (1) The reviewing of plans for proposed construction:
- (2) The reviewing of utility relocation plans; and,
- (3) The verifying of compliance with safety criteria and federal aid considerations.

C. Right of Way:

- (1) The reviewing of right of way maps and deeds;
- (2) The determining of compensable interest of the utility; and,
- (3) The determining of conformance with accommodation policies.

D. Agreements:

- (1) The confirmation of legal basis for reimbursement of Utility Relocation costs.
- (2) The reviewing of utility estimates and relocation scheduling.
- (3) The securing of approval of Project Control as a valid job submission, allotment of funds by Fiscal, authorization by General Counsel and legal execution by the Director of Administration.
- (4) The securing of authorization from the FHWA Division Administrator to proceed with physical relocation on Federal Aid participating utility projects.

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- (5) The return of executed documents to the District Utility Engineer for distribution to the utility owner.
 - (6) The reviewing of Maintenance Permit for utility relocation.

E. Construction:

- (1) The advising of utilities of job advertisement and the contract award.
- (2) The coordinating of utility adjustments with DOT contractor operations; and,
- (3) The further coordinating of utility adjustments caused by DOT Change Orders and/or Supplemental Agreements.

F. Utility Billing and Audit:

- (1) The advising of utilities of job completion and the insuring of prompt submission of final invoice;
- (2) The reviewing of final bills with basic agreement provisions, and furnishing invoice assemblies to District Office for field approval; and,
- (3) The transmitting of final bills as authorized for payment to Department of Transportation Comptroller for verification, audit of utility records and final payments.

G. Maintenance Permits:

- (1) The coordinating of all administrative work involved in the issuance of maintenance permits;
- (2) The coordinating with the State Maintenance Engineer in the review of proposed utility projects; and,
- (3) The coordinating with the State Maintenance Engineer in the supervision of utility installations.

H. Miscellaneous Coordination:

- (1) The coordinating of all contracts with utilities for service connections:
- (A) Power connections for lighting, movable bridges, wayside parks, welcome stations, weight stations, emergency call installations and the like.
 - (B) Telephone service for parks, stations, and the like.
- (2) The coordinating of plans review and utility contracts for other projects; i.e., landscaping, safety, and the like.

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Approved:

Utilities - Administration

ENGINEER OF RAILROADS

PURPOSE:

SUBJECT:

To define the responsibilities of the Engineer of Railroads.

POLICY:

- 1. The Engineer of Railroads will organize and staff a Railroad Section to effectively accomplish its assigned responsibilities.
- 2. The Engineer of Railroads will be under the general supervision of the State Utility Engineer and will be responsible for monitoring progress and compliance of District Utility Engineers with regards to:

A. Predesign Conferences:

- (1) The supervising of the uniform preparation and handling of predesign conferences;
 - (2) The participating in conferences involving complex considerations; and,
- (3) The reviewing of all understandings and proposals resulting from predesign conferences;

B. Construction Plans:

- (1) The reviewing of plans for proposed construction;
- (2) The verifying that proposed construction plans conform to railroad proposals.
- (3) The verifying of compliance with safety criteria and federal aid requirements.

C. Right of Way:

- (1) The reviewing of right of way maps and deeds:
- (2) The determining of compensable interest of the railroad; and,
- (3) The reviewing of terms of previously existing railroad agreements.

D. Agreements:

- (1) The reviewing of railroad estimates for cost of track adjustment, signals and the like;
- (2) The preparations of agreements for proposed crossings, payment of railroad construction cost, and the like;
- (3) The securing of approval of Project Control as a valid job submission, allotment of funds by Fiscal, authorization by General Counsel and legal execution by the Director of Administration.

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- (4) The securing of authorization from the FHWA Division Administrator to proceed with physical relocation and installation on Federal Aid participating Railroad projects.
- (5) The return of executed documents to the District Utility Engineer for distribution to the railroad owner.

E. Construction:

- (1) The advising of railroads of job advertisement and contract award;
- (2) The coordinating of railroad adjustments with DOT contractor operations; and,
- (3) The further coordinations railroad adjustments caused by DOT Change Orders and/or Supplemental Agreements.

F. Railroad Billings and Audit:

- (1) The advising of railroads of job completion and insuring prompt submission of final invoice;
- (2) The reviewing of final bills with basic agreement provisions, and the furnishing of the invoice assembly to the District Office for field approval; and,
- (3) The transmitting of the final bill as authorized for payment to Department of Transportation Comptroller for verification, audit of railroad records and final payment.

G. Railroad Crossing Permits:

- (1) The coordinating of all administrative work involved in the issuance of railroad crossing permits;
- (2) The coordinating with the State Maintenance Engineer in the review of proposed railroad projects involving State maintained right of way; and,
- (3) The coordinating with the State Maintenance Engineer in the supervision of railroad crossing installations on the maintained highway system.

H. Elimination of Railway/Highway Crossing Hazards:

- (1) Requesting District Engineers recommendations on applications received by the Department for opening or closing of railroad crossings.
- (2) The requesting of recommendation of affected railroads and local governmental authorities.
- (3) The scheduling and coordination of Pre-Hearing Conferences as authorized by the Administrative Procedures Act.
- (4) The distribution of executed Stipulation of Parties resulting from agreements reached at the Pre-Hearing Conference.
- (5) The preparing of combined reports and submitting of them to the Department's General Counsel.
 - (6) The coordinating and scheduling of judicial type public hearings as required by law.
- (7) The preparing of distribution of recommended and final orders, agreements or permits to railroads and local governmental agencies including the stipulation of type of active crossing traffic control devices.

I. Regulation of Railway Speed Limits:

- (1) Requesting District Engineers' recommendations on applications received by the Department for regulating speed limits of railroad traffic.
- (2) The requesting of recommendations of affected railroads and local governmental authorities.
 - (3) The preparing of combined reports and the conducting of any field conferences.
- (4) The review of the Railroad Committees proposed Rule for the regulation of railway speed limit between designated mile post stations.
 - (5) The coordinating and scheduling of legislative type public hearings as required by law.
- (6) The preparation of and distribution of final Rules as issued by the Department of Administration.

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No.: 722-015 Effective: 1 Jan. 1980 Page U of I Distribution: E

Approved:

SUBJECT: Utilities - Administration

DISTRICT UTILITY ENGINEER

PURPOSE:

To define the responsibilities of the District Utility Engineer and the District Utilities Section.

- 1. The District Utility Engineer will organize and staff a District Utilities Section, to effectively accomplish its assigned responsibilities. Utility operations will in turn be delegated to the District Utility Coordinator and likewise railroad operations will in turn be delegated to the District Railroad Coordinator.
- 2. The District Utilities Section will be under the direction of the District Utility Engineer, who shall be responsible for:
 - A. The administration and operation of the District Utilities Section.
- B. The preparation and processing of all Railroad and Utility Contact Documents and Plans for formal railroad negotiations.
 - C. All negotiations for Railroad and Utility Agreements.
 - D. The preparation and authorization of Change Orders for Railroad and Utility Work.
- E. The preparation and processing of railroad applications for opening and closing crossings, and for the control of railroad speed limits.
 - F. The processing of, and approval for payment, of all Railroad and Utility Work.
 - G. The processing of applications for and issuance of Utility Permits.
- H. The development of active and effective Liaison Programs with Railroad, Utility and Public agencies.
- I. The providing the Central Office Utilities Section with copies of utility correspondence received and written, and any other pertinent information relating to Railroad or Utility negotiations and associated matters.
- 3. The District Utility Engineer will be responsible for the initiation of procedures to implement the 722 series of Standard Operating Procedures.
- 4. The District Utility Engineer will be responsible for keeping, the District Engineer and the State Utility Engineer advised as to the status of projects and any associated problems.

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Approved:

SUBJECT: Utilities - Administration

REPORTS AND CORRESPONDENCE

PURPOSE:

To establish a uniform procedure as to the nature and requirements of reports and correspondence.

- 1. The District Utility Engineer shall provide the State Utility Engineer with copies of all prime correspondence received and sent between the District office, Railroad, Utility or Public Agency.
- 2. The District Utility Engineer shall prepare and submit special reports as may be required on any project to the State Utility Engineer.
- 3. The State Utility Engineer shall keep the District Utility Engineer fully informed as to progress of problems being handled and expedited by the Central Office Utilities Section.
- 4. The Memorandum form shown below is suggested for use to transmit material from the District to the State Utility Engineer and return.

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State of Florida Department of Transportation
No.: 722-017

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Effective: 1 Jan. 1980

Distribution: E

Approved:

DISPUTES

SUBJECT: Utilities - Administration

PURPOSE:

To establish a uniform procedure for resolving of disputes arising between the Department of Transportation and Railroad/Utility Agencies in conjunction with the adjustment and/or relocation of Railroad/Utility facilities.

- 1. The District Utility Engineer shall be responsible for reporting any disputed situation or problem between the Department and the Railroad or Utility to the District Engineer and to the State Utility Engineer.
- 2. The District Utility Engineer may request the advice and assistance of the State Utility Engineer in resolving a problem.
- 3. Problems that cannot be resolved between the Department and Railroad/Utility Agencies will be referred to the Secretary of Transportation for consideration and his decision shall be final.

State of Florida Department of Transportation

No.: 722-018

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Effective: 1 Jan. 1980

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Approved:

SUBJECT: Utilities - Administration

REQUESTS FOR GENERAL COUNSEL ASSISTANCE

PURPOSE:

To establish a uniform procedure for submission of questions relating to Railroad and Utility matters, and for requesting legal determinations and/or opinions by the Department's General Counsel.

- 1. Questions regarding the legal aspect of a Railroad or a Utility problem shall be prepared by the District Utility Engineer and transmitted to the State Utility Engineer.
- 2. Inquiries submitted by the District, for opinion by the General Counsel, shall:
 - A. State facts, details and other pertinent data regarding the problem or situation.
- B. Support the information in paragraph 2A above with plans, on which the problem is color-coded and with related documents and other pertinent exhibits and explanations.
 - C. Propose question(s) for which the General Counsel's opinion(s) is sought.
- 3. The State Utility Engineer will review the District's request and, if warranted, the District's request will be submitted to the General Counsel for an opinion.
- 4. The State Utility Engineer, upon receipt of the General Counsel's opinion, will forward a copy by memorandum to the District Utility Engineer.
- 5. When the District Utility Engineer contacts the District Staff Assistant Attorney for advice and assistance, he shall be responsible for reporting, by memorandum to the State Utility Engineer, the topics, problems or situations presented and the advice and conclusions reached during the conference with the District Staff Assistant Attorney.
- 6. Official Legal opinions emanate only from the office of the Department's General Counsel in the Central Office and over his signature or the signature of a Staff Attorney assigned to the problem, and are the basis upon which the Department's decisions, policies and activities are predicated.
- 7. Statute notice under 338.20 for the removal or relocation of utility facilities will be issued following the procedure in paragraph 2 and 3 above and under the signature of the District Engineer.

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Approved:

SUBJECT: Utilities - Liaison

UTILITY

PURPOSE:

To establish a uniform procedure for Liaison between the Department and public, quasi-public or private Utility and Railroad Agencies operating in the State of Florida.

DEFINITION:

Liaison is the intercommunication between agencies so as to bring about the proper advance planning, cooperation and coordination of their activities.

- 1. All Agencies serving the public have a common obligation to provide their services at the lowest possible cost. Highway, Railroad and Utility people should be anxious to coordinate their respective advance planning, with the objective of eliminating costly construction delays which are bound to result from unresolved right of way problems. Conflicts, problems and past disagreements stem from lack of lead time. The adoption of agreeable procedure will permit sufficient lead time to largely eliminate these difficulties. There is no conflict of interest in this area between the Department of Transportation and other affected agencies because they are all public service agents. The public they serve are both taxpayers and ratepayers who should not be obligated to pay, as taxpayers or as ratepayers, any unnecessary costs.
- 2. All Utilities personnel of the Department will be charged with the responsibility of adequate and effective liaison practices between the Department and the Railroad/Utility Agencies.
- 3. To effectively coordinate the advanced planning of the Department and that of the railroad/utility agencies, the Department will apply the following practices:
- A. Furnish annually to these Agencies, preferably on a Department District basis, a tentative construction program covering a period longer than heretofore available, at least five (5) years if possible. Program data will include route, location, nature of improvements and probable dates of construction.
- B. At the time that highway corridors are under study, contact these Agencies and review any possibilities of serious conflict.
 - Notify all affected agencies of scheduled highway public hearings.
- D. When a corridor has been selected, supply the affected agencies with preliminary plans as soon as possible.
- E. When determining route and design, in fulfillment of our common obligation to accomplish the improvement without unnecessary cost to the public either as taxpayers or ratepayers, to consider the cost of Railroad and Utility work, whether or not reimbursable, along with traffic volume, traffic generators, cost of right of way and construction, etc. During the preliminary design period, to consult with the affected Railroads and Utilities and ascertain whether reasonable and acceptable changes are feasible in order to eliminate or reduce Railroad and Utility relocation costs.

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- F. Initiate Highway-Utility Liaison Committees in all the Department Districts and arrange for all Committees to meet *regularly* for the purpose of exchanging up-to-date information and coordinating mutual programs.
- G. Consultations with railroads and utilities before highway plans are finalized through maximum utilization of Pre-Design Conferences.
- H. Include as a part of the highway construction contract all involved railroad and utility relocation plans and schedules affecting the highway construction work.
- I. Advise affected agencies promptly of Highway Projects advertised for contract by the Department.
- J. Advise affected agencies promptly of Highway Projects placed under contract by the Department.
- K. Schedule a preconstruction conference between the Contractor, the Department and the various involved Utility and Railroad Companies within 15 days after the award of highway construction contract and before any highway construction work is begun.
- L. To the extent that it can be done efficiently, a maximum of the utility relocation work should be accomplished prior to the beginning of the highway construction.
- 4. The Railroad and Utility Agencies should be encouraged to cooperate with the Department in their liaison efforts by the designation of a responsible official or the formation of a committee to meet with Department officials to discuss advance planning and current project work.
- 5. The following is a suggested outline that may be furnished Railroads and Utilities to assist their liaison officers or committees:

A. Advance Planning:

- (1) Review with the Department, at an early date, plans for new Railroad and Utility construction and major changes to assure that contemplated routes and locations will not conflict with highway planning.
- (2) Furnish to the Department the area maps of the Utility's system, showing primary transmission lines, distribution systems and joint use facilities.
- (3) When advised by the Department of corridors being studied, to promptly supply data concerning surface and sub-surface structures on prospective routes.
 - (4) If not affected on routes under study, to immediately inform the Department.
- (5) Cooperate in the formation, meetings, and actions of the District Utility Liaison Committees.
- (6) Promptly review Preliminary Construction Plans and if affected, so advise the Department.

B. Railroad and Utility Relocation and Changes:

(1) Proceed promptly, upon receipt of Preliminary Construction Plans, with engineering necessary to secure authority for expenditures.

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(2) Requisition materials at the earliest possible date, but not prior to State and F.H.W.A.

authorization on reimbursable projects.

(3) Proceed promptly with preliminary engineering and rights-of-way investigations upon receipt of Preliminary Plans and Letter authorizing the Railroad or Utility to proceed.

(4) Proceed promptly with actual right of way acquisition and relocation activities upon receipt of executed relocation agreements and supporting documents.

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CENTRAL OFFICE

Utilities - Liaison

PURPOSE:

SUBJECT:

To establish a procedure to be used as a guide for the State Utility Engineer to maintain liaison between the Department and the Utility and Railroad Agencies.

PROCEDURE:

The State Utility Engineer will be responsible for developing and maintaining guide rules for a continuous and effective Liaison Program in cooperation with the following agencies and avenues of communication.

- 1. Metropolitan Utility Coordinating Groups--local coordinating committees have been established throughout the state to coordinate local work and solve conflicts arising among the utilities and governmental agencies operating in and around metropolitan areas. Studies, recommendations and advance utility relocation plans are made concerning local requirements. Lines of communications have been established with the District Liaison Committee to coordinate with Department projects and, when required, recommendations and suggestions are given to the Florida Utility Coordinating Committee.
- 2. Florida Utilities Coordinating Committee-Department personnel may be instructed to attend meetings of the Utilities Coordinating Committee, a voluntary association of representatives of the various public utility firms, including REC, railroads, pipe lines, telephone, telegraph and public roads groups. Problems of mutual concern are studied and discussed in the quarterly meetings. The Committee has produced and distributed maps defining the zones of operation of the power and telephone companies and other material of assistance in negotiations for utility adjustments. The association in negotiations for utility adjustments. The association fosters better public relations and a clearer understanding of the plans and problems of the represented utilities and agencies, with the primary objective of coordinating the activities of all utilities in the state to provide minimum interference with each other and with other organizations. To accomplish this, Sub-Committees are assigned to investigate and advise the Committee on such items as: Governmental Procedures and Operational Methods, Utility Accommodation Policies, Utility Easement Dedications, Permit Handling, etc.
- 3. District Liaison Committees--Semi-annual meetings are held in each of the Department's Districts for the purpose of accomplishing utility adjustments that will:
- A. Provide maximum safety to the traveling public and to the maintenance workers of the highway and utility industry.
 - B. Provide adequate protection to the highway and utility plants.
- C. Be performed in such expeditious manner than an accelerated highway program will not be delayed.
- D. Be performed at absolute minimum cost, inconvenience and delay to the highway and utility industry.

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4. International Right of Way Association and American Association of State Highway and Transportation Officials - The American Right of Way Association and the American Association of State Transportation Officials have viewed with professional concern the increased volume and magnitude of highway and utility right of way relocations which will be required over the years ahead as a result of the tremendous construction program of a nationwide system of highways to be built under the provisions of various Federal-Aid Highway Acts. Both Associations, representing national components of highways, utilities, railroads and other agencies, recognize that these respective organizations will be seriously affected by the required relocations or possible disruption to many portions of their respective highway and service networks.

During the past several years, the AASHTO/IRWA Liaison Committees have been engaged in the stimulation, encouragement and sponsorship of mutual advance planning procedures between highway departments, utilities, and other agencies. While the fact that this form of liaison does not include discussions concerning the geometric design of highways or questions of reimbursement to the utilities for relocation costs, the joint committees have found that, where bona fide cooperation and collaboration of the parties have been established, there are many tangible benefits resulting to the particupating agencies. In total effect, these objectives are intended to implement the principles of the U. S. Department of Transportation Federal Highway Administration Federal Aid Program Manual Vol. 6, Chap. 6, Sec. 1, which provides for the encouragement at state levels of the advance planning needed to resolve utility and railroad adjustments. Department Personnel will support this work through active participation as Committee Members of both the IR/WA and AASHTO. The Liaison Committee of Florida Chapter 26 IR/WA acts as a steering committee for the six District Liaison Committees.

- 5. Association of American Railroads The Association of American Railroads, a voluntary organization representing the major segment of the American Railroad Industry, includes among its functions, compilation of recommended practices intended to foster safety at public highway grade crossings with railroads. It is the responsibility of the Association of American Railroads for liaison and coordination between the Rail Industry and Federal, State and Local Governments in the areas of highway-rail inter-section problems. To more effectively meet the problems that arise in this area between the railroads and the various highway departments, a joint American Association of State Transportation Officials-Association of American Railroads Committee was formed. This Committee allows both factions to air their views and opinions on matters where both the railroads and highway departments are simultaneously involved so as to reach mutually acceptable solutions to problems while keeping public interest paramount. The Florida Department of Transportation actively participates in the interchange of information relating to transportation needs in the State. Local representatives of the Association of American Railroads' member companies support the functions of the District Liaison Committees.
- 6. U. S. Department of Transportation, Federal Highway Administration -- By Circular Memorandum dated March 27, 1963, the Director of Right of Way and Location advised all Regional and Division Administrators to the effect that participation of FIIWA Field Personnel in the Activities of the International Right of Way Association Chapter Liaison Committee is authorized as follows:

"Therefore, when invited, Bureau personnel should be encouraged to meet with these Committees as observers to provide assistance on any matters pertaining to the principles of mutual advanced planning, cooperation, and coordination of utility-highway programs, to explain the procedure for advancing Federal-aid highway projects and the bases therefore, and to consider suggestions for improvement in any phase of the overall operation."

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Approved

SUBJECT: Utilities - Liaison DISTRICT OFFICE

PURPOSE:

To establish a procedure to be used as a guide for the District Utility Engineer to maintain liaison between the Department, Railroad and Utility Agencies.

PROCEDURE:

1. The District Utility Engineer will be responsible for developing and maintaining liaison between the Department and the Railroad and Utility Agencies operating within the District, and between the Department and the Covernment Agencies which operate or regulate Utility facilities within the District. It is the intent of this Procedure that the District Utility Engineer will be the Liaison Contact between the Department and Railroad/Utility Agencies.

2. Pre-Design Conference

- A. At such time that the District Utility Engineer transmits the preliminary plans to the involved Railroad and Utility Companies for a given project, he will schedule a Utility Pre Design Conference for any project as required.
- Department personnel attending should be the District Utility Engineer, the District Project Design Engineer, the District Project Drainage Engineer, and District Utility Coordinator negotiating the Utility Relocation Agreements on the project, the District Railroad Coordinator negotiating the railroad agreements on the project, and the Resident or Project Engineer or other representative of the District Construction Engineer.
- The Pre-Design Conference may be held in the District, where there is room to display and discuss the proposed plans.
- D. The District Utility Engineer shall identify, and bring up for discussion, any areas of possible conflict.
- E. The District Utility Engineer shall submit a written report of the Pre-Design Conference, including a listing of those in attendance, to the District Engineer with a copy to the State Utility Engineer.

Railroad Diagnostic Team Site Conference

- A. Upon receipt of the approved crossing and signal project listing, the District Utility Engineer will schedule an on-site conference with the Diagnostic Team members, which must include as a minimum, the District Railroad Coordinator, the District Safety Engineer, the Railroad representative and a representative of the local public body, i.e., city or county.
- B. The District Utility Engineer will insure that a written record of the Diagnostic Team recommendations is prepared with copy furnished the District Design Engineer on locations involving highway construction projects and that a copy is furnished the District Utility Coordinator where crossing or signal work will affect utility facilities at the crossing site.
- The District Utility Engineer will also provide a copy of the Diagnostic Team report for the State Safety Engineer when the District recommendation differs from existing FHWA program requests previously authorized through the Safety Office.

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4. Pre-Construction Conference.

- A. The Department's Project Engineer will schedule a Pre-Construction Conference, prior to issuance of the highway Contractor's work order, by issuing written invitation with sufficient advanced notice to insure attendance by all involved Utilities and Railroads. The notice is to include all addresses and job file references as released by the State Utility Engineer in the notice of award of contract previously furnished Utility and Railroad Agencies. The purpose of this meeiting will be to clarify items of necessary work coordination; i.e., setting schedule for the time and sequence of the work. Such meetings should include field coverage of the area of the project, if practical. (See Construction Manual Sec. 2.2, 2.5 and 2.18 outlined for Pre-Construction Conference).
- B. When requested, the District Utility Engineer, the District Utility Coordinator who negotiated the Utility Relocation Agreements, and the Utilities Inspector who is assigned to the project will attend the Pre-Construction Conference to assist and advise the Project Engineer in matters involving Railroad and Utilities.
- C. The District Utility Engineer will obtain a copy of the minutes from the Pre-Construction Conference and transmit it to the State Utility Engineer.

5. Project Scheduling

On current projects where Utility adjustments and/or relocations are going to be negotiated, the following points will be of assistance to both the District Utilities Section and Railroad or Utility Companies:

- A. When necessary, the District Utility Engineer will assist the Utility Companies in establishing in the field the centerline shown on the preliminary plans.
- B. Upon request, the Department may authorize the Railroad or Utility Agency to purchase non-stock materials, such as special cable, tower steel, signal components, etc., which has a long delivery date. This can be done only with the prior approval of the Division Administrator of the Federal Highway Administration.
- C. The District Utility Engineer will notify the railroad and utility companies when projects are cancelled, delayed, or deferred. He will also advise the Utility companies when such projects are reactivated.
- D. The District Utility Engineer will furnish as soon as possible, the affected Utilities with Preliminary Construction Plans including necessary cross-sections and profiles, along with a letter authorizing the Utility to proceed with preliminary engineering and rights of way investigations.
- E. When changes are made in the Preliminary Construction Plans, the District Utility Engineer will supply the affected Railroad or Utilities with prints of the revised plans marked to note the changes, or will include a separate list of such changes.
- F. The District Utility Engineer will request the District Right of Way Administrator to expedite right of way contacts in order that the affected Utilities are not required to make initial contacts with property owners affected by the highway project.
- G. The District Utility Engineer will submit any special conditions which will be encountered in coordinating the Railroad and Utility facility changes with the highway construction to the District Design Engineer, to be included in the bidding instructions and special provisions for the highway contract.
- H. Upon letting the highway contract, a Pre-Construction Conference should be conducted between the Department, its contractor, and the affected Railroad and Utilities to clarify items of necessary work coordination; i.e., setting schedules for the time and sequence of the work. Such meetings should include field coverage of the area of the project, if practical.

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PROCEDURES

Negotiations - Utility

SUBJECT:

PURPOSE:

To establish a procedure to be used as a guide for the District Utility Engineer in conducting the required negotiations with Utility Companies.

PROCEDURE:

- 1. Reconnaissance—The District Utility Engineer will notify each utility of the proposed highway construction at the time of Location Public Hearing and request the utility to advise the Department of any involved existing or proposed major transmission facilities. All information received will be furnished the District Design Engineer for appropriate consideration and reference within the Design Typical Section Data Sheet approval submission.
- 2. Utility Program --The District Utility Engineer will at the earliest possible date arrange for utility job assignment and program scheduling through the office of Administrative Program Development--Job Assignment Section. Federal Aid Participation in Utility Relocation Projects must in addition be authorized by the Division Administrator, FHWA, via Department's Federal Aid. Programs Manager.
- 3. Initial Contact-Statute Notice 338.19
- (a) The District Utility Engineer will transmit Statute Notice 338.19 together with two (2) sets of preliminary plans or right of way maps to the Utility requesting the Utility to verify ownership and location of existing utility facilities and rights of way by red-lining the preliminary plans, and to also confirm the basis of any claim of reimbursement for possible costs of relocation. (D.O.T. Form letter D-2).
- (b) The Utility will return one (1) set of marked plans or maps to the District Utility Engineer who will then provide this information to the District Design Engineer and District Right of Way Engineer for use in preparation of construction plans, right of way maps and legal descriptions for property acquisitions. Special attention is required in the review of claimed property rights by the Utility. A close examination of the marked plans and documents as submitted by the Utility is required under Directive No. 0501-2-80.

4. Adjustment Proposal, Preliminary

- (a) The District Utility Engineer will advise in writing that either the utility is or is not eligible for reimbursement of cost relocation, and authorizing commencement of preliminary engineering. Authorization for reimbursement will not be released unless and until the District Utility Engineer has properly programmed state and/or federal funds for such work. Two (2) sets of preliminary plans are furnished with the request for the Utility to show skematically its proposal adjustment scheme. A future date for the Pre-Design Conference is normally scheduled at this time. (Form letters D-5 & D-6)
- (b) The Utility will return one (1) set of marked prints to the District Utility Engineer as its proposal for the relocation work, joint-project recommendation and desired working schedules. Commitments involving complex agreements will be made a matter of written record at the Pre-Design Conference.

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5. Adjustment Proposal, Final

- (a) The District Utility Engineer will furnish in writing the Department detailed recommendations for the Utility Agency's preparation of final relocation plans, estimates and agreements. All necessary highway construction plans, relocation schedule forms, right of way certification forms and legal drafts will be furnished the Utility Agency at this time. The Department's file will document the District Utility Engineer's findings with reference to: (Form Letter D-10)
 - (1) Job validation and scheduling.
 - (2) Rights of reimbursement for cost of relocation.
- (3) Transfer of property interest being acquired by Department, and permits required to occupy public right of way. (Directive 0501-2-80)
 - (4) Right of Way compliance for acquisition and relocation assistance.
- (5) Third-Party Contract Administration for preliminary engineering, construction engineering and relocation work.
 - (6) Civil Rights Provisions
 - (7) Conflict of Interest
 - (8) Credits due for salvage, betterment, expired service life, non-reimbursable segments.
 - (9) Cost accounting procedures elected to control the project.
- (b) The Utility will return the completed relocation agreement assembly to the District Utility Engineer who will then furnish the District Design Engineer the approved relocation plan and schedule information for incorporation within the highway plans and project special provisions. The District Utility Engineer will also coordinate with the District Right of Way Agent for approval of utility right of way acquisition procedures and appraisals, and with the District Maintenance Engineer for permit processing.
- (c) Final negotiation documents requiring fiscal authorization, legal execution and/or FHWA approval such as agreements, change orders, relocation schedules, right of way certifications will be forwarded to the State Utility Engineer following approval by the District Utility Engineer. (Form 722-61) Change orders not requiring fiscal approval can be approved and transmitted to the Utility Agency with the original document forwarded to the State Utility Engineer for permanent file.

6. Adjustment, Authorization

- (a) The Central Office Engineer of Utilities will process Relocation Agreements for project validation, allotment of funds and execution by the Department.
- (b) All agreements requiring Federal Highway Administration approval by FHPM Vol. 1. Chap. 4, Sec. 4, and Vol. 6, Chap. 6, Sec. 3 will be furnished the Division Administrator for final authorization.
- (c) Upon completion of Department execution and/or FHWA authorization, the Central Office Engineer of Utilities will distribute the required copies to the appropriate officials within the Central Office while retaining the original document for the Department's permanent file. The Utility Agency's copy together with all District copies will be forwarded to the District Utility Engineer for final release and authorization to the Utility to proceed with relocation work under the direction of the Department's District Engineer.

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Approved:

PRIVATELY AND PUBLICALY OWNED UTILITIES

Negotiations - Utility

PURPOSE:

SUBJECT:

To establish a uniform procedure for negotiating with privately and publicly owned Utilities.

- 1. It will be the responsibility of the District Utility Engineer to conduct all negotiations, and to coordinate all required work to successfully negotiate and assemble Utility Agreements in accordance with the outline in 722-101.
- 2. The District Utility Engineer will be responsible for the accuracy and content of the Utility Agreement and supporting documents.
- 3. All changes, corrections or modifications in connection with the Utility Agreement will be performed by the District Utility Section.
- 4. Where the District Utility Engineer is in doubt as to the proper course to follow, he will consult with the State Utility Engineer.
- 5. Where reimbursement is required and/or Federal-Aid participation is anticipated, final authorization of Utility Agreements will be issued only after fiscal approval by the Department's Comptroller.

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Approved:

NON-REIMBURSABLE

SUBJECT: Negotiations - Utility

PURPOSE:

To formulate a uniform policy establishing the responsibility of a Utility to adjust and/or relocate its facilities without cost to the Department.

- 1. Adjustment on Existing Roads -- Adjustments of utility facilities that occupy public right of way by sufferance or permit is not eligible for State cost participation. The owners of these facilities will, as a general rule, be granted the option of either relocating outside the new right of way limits (Florida Statute 338.19, reproduced in Appendix 902), or remaining on public right of way at an approved location.
- 2. If a utility elects to remain on the new highway right of way, it will be necessary for the District Utility Engineer to be notified by the utility of the proposed construction by submission of Utility Permit Form 592-03 (Appendix 931). Transfer of the utilities planned adjustment to the Department's highway plans prior to project advertisement will be as shown in Appendix 909.

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REIMBURSABLE (State Projects)

Negotiations - Utility

PURPOSE:

SUBJECT:

To formulate a uniform policy establishing the responsibility to the Department to assume the cost of utility adjustment and/or relocation on State Funded Projects.

- I. Department Reimbursement Policy-The Department is in the same position as a reimbursing agent on state purchased right of way as the Federal Government is on Department purchased right of way for which Federal Aid is requested. The procedures established by the Federal Government, as set forth in FHPM and Amendments, have been proven by years of experience in utility work. Furthermore, the major utility companies are thoroughly familiar with the Federal procedures by their past experiences in other states, and normally prefer to comply with these Federal regulations insofar as possible on all highways rather than being required to familiarize themselves with different regulations and procedures for state purchased right of way projects. Accordingly, the Department Utility Reimbursement Policy closely follows the provisions of the FHPM, and will govern work under the state highway system right of way program. (Appendix 936)
- 2. Adjustments on Private Property.-If the right of way to be acquired for highway purposes encroaches upon an existing utility located on its own right of way or easement acquired for utility use, the Department will participate through primary right of way funds in the cost of the necessary adjustment, removal or relocation as a right of way acquisition cost (Legal Opinion dated 4-16-59, Appendix 903). The roadway construction plans are to include the disposition of involved utilities. (Appendix 909). F.H.P.M Vol. 6, Chap. 4, Sec. 2, Subsec. 5 (PPM 40-3.1) also requires under paragraph 4.h., "All pertinent data affecting the cost of right of way...shall be shown" on the right of way plans.

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REIMBURSABLE (Federal Aid Projects)

SUBJECT: Negotiations - Utility

PURPOSE:

To formulate a uniform policy establishing the responsibility of the Department to assume the cost of utility adjustment and/or relocations on Federal Aid Funded Interstate Projects.

- 1. Preliminary Requirements Preliminary engineering and costs of acquiring right of way incurred after the Federal Highway Administration's letter of release will be eligible, but no costs of actually performing adjustment, removals or relocations will be eligible until after the date of the approval of the utility agreement by the FHWA Division Administrator. The FHWA's authorization to proceed with the physical adjustment is required in order to establish the date of eligibility of Federal participation in the adjustment costs. This is a requirement of Section 1.9 of Regulations for the Administration of Federal Aid for Highways. (See 722-107 for Emergency situations) The Division Administrator's preliminary approval will set the date of eligibility for work to begin, but the usual requirements for agreement approval and cost participation will govern. (Appendix 922)
- Department Reimbursement Policy -- The Department's policy relative to state participation in the cost of necessary utility adjustments, removals or relocations on Interstate Highway Projects is contained in Florida Highway Code Chapter 338, paragraph 338.19 (Appendix 902). The latest regulations which fix Federal cost participation relative to utility work are contained in FAPM Vol. 1, Chap. 4, Sec. 4, issued by the Federal Highway Administration on June 29, 1973 Transmittal 302. (Appendix 922). This publication not only prescribes procedure, but also establishes controls and general requirements concerning eligibility, agreement preparation, plan and estimate preparation, credit for expired service life, betterment, salvage values, developing and recording costs, reimbursement billing, and other items. Since Department reimbursement is limited to the amount eligible for Federal participation under the provisions of these regulations, it is necessary for personnel of the Department and utility owners to familiarize themselves with these and any subsequent Federal regulations. The regulations require prior approval of the Federal Highway Administration in certain phases of utility work. Unless these requirements are met, many items otherwise eligible for Department and Federal participation may be declared ineligible at the reimbursement stage. Particular attention is directed to requirements regarding services of technical consultants as required under Administrative Rule Chapter 14-75 (FAPM Vol. 1, Chap. 2, Sec. 2, Appendix 924), third party construction contracts and materials to be recovered and sold as scrap.
- 3. Contractual Obligations The legal agreements on reimbursable projects, other than Federal Participating Interstate Projects, require legal commitments differing from requirements associated with either State Projects, Non-Federal Participating and Interstate Projects. The Utility relocation Agreement Form 13 should be used whenever the cost of utility relocation is programmed as a right of way consideration using Federal funds.

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PROPERTY INTEREST

SUBJECT: Negotiations - Utility

PURPOSE:

To formulate a uniform policy for determining the utility's property rights pertaining to the right of way occupied by its facilities, and the procedures for relinquishment of such right of way interest.

- 1. Initiating procedure is the same as with easement subordinations in that all correspondence with the Utility Agency will include copy to the Central Office Engineer of Utilities Administrator Reports and Records and the District Right of Way Administrator. The District Utility Engineer obtains the instrument copies from the District Right of Way Engineering section and officially forwards the application to the Utility Company along with supporting construction details and a statement of the Department's offer of monetary consideration for the property. Any transfer of title for monetary consideration will be referred to the District Right of Way Administrator by the District Utility Engineer. The formal contact with the Utility Agency by the Office of the District Utility Engineer will include a copy to the State Engineer of Utilities and also the Chief of Right of Way, Attention: Reports and Records, plus a copy to the District Right of Way Administrator if the application includes property interest. Correspondence covering acquisition of utility property by the Department will continue through the District Office's Utility Section. Any offer refused by the Utility Agency will be referred to the District Right of Way Administrator for further negotiation, with the District Utility Engineer offering assistance as required in establishing liaison contact, etc. Parcel identification and record keeping will be coordinated with the Administrator of Reports and Records by the District Utility Engineer.
- 2. Determining Utility's Property Interest The original letter contact with the utility companies also requests that the agency indicate on the preliminary right of way maps or construction plans the approximate boundaries of easements or other compensable interests in lands that they hold or otherwise claim along or across the section of proposed highway right of way. Such information is necessary to determine eligibility of any right of way charges claimed by the utility agency in conjunction with a specific adjustment. Acquisition of right of way by a utility or relocation of its facilities requires special program authorization. Careful examination of the possibility of acquiring replacement right of way for relocated utility facilities by the Department should be conducted by the District Utility Engineer prior to authorizing the utility to proceed with its own acquisition program. Requisite to timely and successful negotiations with utility agencies is the coordinated efforts of the utility and right of way sections.
- 3. Acquiring Utility Property Interest The transfer of property interest (easement, special warranty deed, quit claim deed, etc.) held by the utility agency that will be acquired by the Department for highway right of way is to be coordinated by the District Utility Coordinator. The District Right of Way Administrator is to be advised by direct copy of each action taken. If the Department's standard offer via the District Utility Engineer's form letter is refused, the Utility Coordinator will refer the actual negotiation to the District Right of Way Administrator but will continue to assist by arranging conferences, field reviews, haison contacts, etc., as required. The cost to the Department for necessary relocation of Utility facilities is to be included on the Right of Way Cost Estimate, Form 172-501 as submitted by the Systems Engineer. The District Utility Engineer is responsible for obtaining this cost estimate from the Utility Agency and providing the approved estimate to the Right of Way Administrator.
- 4. Acquiring Property Interest for Utility Use When property interests (easement, deed, etc.) are to be acquired by a utility company in connection with a relocation project, the utility agency's relocation estimates will include, as standard practice, a breakdown of anticipated right of way expenditures

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as required by Federal Highway Administration Federal Aid Highway Program Manual Volume 1, Chapter 4, Section 3. This portion of the relocation estimate is to be furnished the District Right of Way Administrator for review and recommendation prior to submittal for final review and execution by the Department.

- Easement Subordinations The District Right of Way Engineer prepares the instrument copies and marked prints, retaining one set for the District's unexecuted files. The original and all other copies are given to the District Utility Engineer for his transmittal to the Utility Company using the standard form letter P-5(D). One copy of the transmittal is marked for the District Right of Way Administrator. The second copy with the Tallahassee instrument copy and marked print attached is furnished the Central Office Reports and Records Section via the Central Office Utility Section. The District Utility Engineer is responsible for clearing the Right of Way Engineering records and also for furnishing the unexecuted instrument copy to Tallahassee Reports and Records at the time of official presentation to the utility company. The District Utility Coordinator is responsible for assuring timely execution of these instruments by the utility agency in order not to delay the closing of a negotiated parcel and for timely notifying and furnishing the District Right of Way Administrator the information required for the preparation of condemnation proceedings in the event condemnation becomes necessary in order to meet the project scheduled letting date. Special attention to DOT Directive No. 0501 · 2 · 80 is required. Any negotiation involving retention by the Utility Agency of all or some of the original property interests vested in that Agency is documented by the use of Subordination Form No. 730 - 14. All such agreements that preserve certain future rights to the Utility Agency must be approved prior to closing by the District Design Engineer.
- 6. Deeds Marked maps, descriptions and instruments of conveyance are prepared by the Right of Way Engineering Section and delivered to the District Right of Way Administrator for review and forwarding to the District Utility Engineer. The initial transmittal to the Utility Company is by the standard form letter P-5(D). A copy of this transmittal is furnished the District Right of Way Administrator. Appraisals, if required, will be obtained, reviewed and approved following the Department's Standard Appraisal Guidelines. If the initial purchase agreement is not accepted, the District Utility Engineer will not negotiate the document, but will advise the District Right of Way Administrator of the utility company's position and thereafter, offer his assistance toward arranging any desired conference for the review of appraisal, liaison contact, etc. Each contact with the Utility Agency pertinent to the negotiation process must be in conformance with both FHWA and DOT guidelines. A separate file is to be maintained on each parcel and documentation therein must be consistent with approved guidelines. When the executed and stamped deeds are received by the District Utility Coordinator from the utility company, they are furnished to the District Right of Way Administrator for recording and then returned for transmission to the Central Office Utility Section for final posting and filing.
- 7. Borrow Pits The procedure for adjustment and/or relocation of utilities as required by borrow pit acquisition, is to be handled per instructions released on November 12, 1963, by Chief of Appraisals. The District Right of Way Administrator prepares and delivers to the Utility Engineer the necessary papers and instruments. The Utility Engineer is responsible for providing the cost estimate for the relocation work which is included in the final appraised value. The contract with the Utility Agency is likewise through the District Utility Engineer as above. Reimbursable cost for utility relocation to clear a pit area is to be furnished the Design Section for their use in documenting the final unit cost of borrow material. Borrow Pit negotiations involving haul routes across utility easements and/or railroad tracks are to be coordinated through the District Utility Engineer. Again, parcel assignments are the responsibility of the Reports and Records Section; preparation of descriptions and instruments are the responsibility of the Right of Way Engineering Section. The District Utility Engineer is responsible for negotiating the relocation contract with the Utility Agency.
- 8. Right of Way Maps Existing utilities should be shown on all right of way maps as required by FHPM Vol. 6, Chap. 4, Sec. 2, Subsec. 5 (40-3.1) with approved legend and symbols. The District Utility Engineer will furnish the District Right of Way Engineer with marked prints confirming the existence and type of each involved utility as received by the individual utility contacts. The addition to the right of way map of existing utility information and property interest is the responsibility of the section preparing the actual map.



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9. Disposal of Property - Utility companies occupying right of way being disposed of by the Department are to be notified in writing of the Department's intent. The District Right of Way Administrator is to notify the District Utility Engineer at the time the District's application is prepared for transmittal to the Central Office. This notification is to include a copy of the transmittal letter together with marked right of way prints outlining the property or location involved. The District Utility Engineer will furnish all related information to the Utility Company with copy to the State Engineer of Utilities. There is no further obligation to the utility company other than this notice.

10. Reports and Records - The Administrator of Reports and Records is to be notified at the time of each utility property assignment, and again at the time each parcel is properly executed or closed. The final executed instrument will be furnished the Reports and Records Section by the State Engineer of Utilities following the distribution of the document. The original executed instrument will be filed in the Central Deed Files with the exception of Railroad agreements. Railroad instruments will be kept in a separate deed file by the Utility Section for convenience of records. A notice concerning the location of these railroad instruments will, in all cases, be kept in the Central Deed Files.

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Approved:

EMERGENCIES

Negotiations - Utility

PURPOSE:

SUBJECT:

To establish a uniform procedure for handling and expediting emergency work occasioned by unforeseen acts or forces beyond the control of the Department.

- 1. The Project Engineer, the Utilities Inspector or the Utility shall immediately notify the District Engineer and the District Utility Engineer, by the most expeditious means of communication, of the location and scope of the emergency, and necessary corrective measures to be taken.
- 2. The District Utility Engineer shall immediately:
 - (a) Notify the State Utility Engineer, by phone, of the emergency and confirm by TWX.
- (b) If Federal Aid participating, notify the FHWA and obtain a date of eligibility and verbal authorization to proceed as per the provisions of paragraph 7p, of PPM 30-4, dated June 29, 1973. (FHPM Vol. 1, Chap. 4, Sec. 4)
- 3. The State Utility Engineer will advise the FHWA Division Administrator by memorandum of the emergency and the action taken by the District as per the provisions of paragraph 7p of FHPM 30-4.
- 4. The District Utility Engineer will immediately confer with the Project Engineer, the Utilities Inspector and the Utility to establish:
 - (a) Cause or reason for emergency, and
 - (b) Corrective action required, and
 - (c) Estimated costs, and
 - (d) Other associated pertinent facts.
- 5. The District Utility Engineer shall prepare the Utility Relocation documents and process as required. Authorization and/or Execution dates noted on the final contract documents are to coincide with the Emergency Authorization date established by the Project Engineer under 2.(b) above.
- 6. Copies of all correspondence, in connection with the emergency situation, will be furnished the State Utility Engineer.

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No.: 722-301 Effective: 1 Jan. 74 Page 1 of 3.
Distribution: E

Approved:

CODES & STANDARDS

SUBJECT: Engineering - Litility

PURPOSE:

To establish a listing of codes and standards to be used by the Department in governing construction and placement of Utility facilities within State Highway rights of way.

PROCEDURE:

- 1. Utility facilities will be placed within State Highway rights of way in accordance with the Florida Administrative Rule, 14-46.01 Utilities Installation or Adjustment, effective February 3, 1971, and will be constructed in accordance with such codes and standards as are applicable to type facility or latest revision or supplement thereto at time of application, and to the extent deemed feasible and practicable by the Department.
- 2. One or more of the following codes and/or standards will govern the construction and placement of:

A. Electrical Power Facilities -

- (1) National Electrical Safety Code 1977 Edition C-2 ANSI Standards
- (2) Florida Department of Commerce, Safety Division -
 - (a) Florida Electrical Code Florida Law Chapter 553.15-23
 - (b) Regulation concerning guarding during construction and demolition, 1966
 - (c) Regulation for excavation and trenching, 1965
 - (d) Regulation for use of cranes, draglines and similar equipment near power lines, 1971
 - (e) Regulations for grounding portable electric equipment, 1971
- (3) National Electrical Manufacturers Association Standards.
- (4) Edison Electric Institute Standards.
- (5) Insulated Power Cable Engineers Association Standards.
- (6) American Wood Preservers Association Standards.
- (7) American National Standard Institute -
 - (a) 04.4-1965 Static Tests of Wood Poles, Methods of.
 - (b) 05.1-1963 Specifications and dimensions for Wood Poles.
- (8) American Society of Testing and Materials Standards

(9) Rural Electrification Administration -

- (a) Form 804 (Revised August 1962) Specifications and Drawings for 7.2/12.5 Kv. Line Construction
- (b) Form 805 (Revised February 1973) Specifications and Drawings for Transmission Voltages Line Construction.
- B. Communications Facilities -
 - (1) Same as items 2A(1) through 2A(8) of this S.O.P.
 - (2) Rural Electrification Administration -
 - (a) Form 511 (Revised February 1966) Telephone Construction.
 - (b) Specifications PW-22 and PE-23.
- C. Pressure Pipeline Facilities (Gas, Petroleum, Steam, etc.)
 - (1) Same as items 2A(2)(b), 2A(2)(c) and 2A(8) of this S.O.P.
 - (2) United States of America Standards Institute -
 - (a) B31.1-1973, Code for Pressure Piping.
 - (b) B31.1.0-1973, Power Piping.
 - (c) B31.3-1974, Petroleum Refinery Piping.
 - (d) B31.4-1974, Liquid Petroleum Transportation Piping Systems.
 - (e) B31.8-1975, Gas Transmission and Distribution Piping.
 - (f) B31.2-1968, Fuel Gas Piping.
 - (g) B31.1-1973, Power Piping.
 - (b) B31.3-1974, Petroleum Refinery Piping.
 - (i) Title 49 of Code of Federal Regulations, Part 191 & 192 1976
- D. Water and Sewer Facilities -
 - (1) Same as Items 2A(2)(b), 2A(2)(c) and 2A(8) of this S.O.P.
 - (2) American Water Works Association Standards February 1, 1965
- 3. All utility construction within the State Highway right of way will be governed by the following construction standards:
 - A. Department of Transportation Utility Accommodation Guide.
 - B. Department of Transportation Construction Manual.
 - C. Manual on Uniform Traffic Control Devices for Streets and Highways.

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Department of Transportation Standard Specifications for Road and Bridge Construction.

- All utility designs within State Highway right of way will be governed by the following design standards:
 - Department of Transportation Utility Accommodation Guide. A.
 - B. Department of Transportation Design Manual.
 - C. The following publications of the American Association of State Highway Officials form the basic criteria for Highway Design in Florida:
 - (1) A Policy on Design of Urban Highways and Arterial Streets 1973.
 - (2) A Policy on Geometric Design of Rural Highways 1965.
 - (3) A Policy on the Accommodation of Utilities on Freeway Rights of Way -February 15, 1969.
 - (4) A Guide for Accommodating Utilities on Highway Rights-of-Way October 25, 1969.
 - Current Design standards are prepared and issued by the Design Division and may be obtained by interested Permittees from the District Utility Engineer at the time of application for issuance of a Utility Permit.
- The State Utility Engineer shall maintain a file of the applicable codes and standards for ready reference and implementation.
- 6. Where Federal, State or Municipal laws, codes or ordinances are more restrictive than those adopted by the Department of Transportation, the more restrictive codes shall govern.

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No.: 722-302 Effective: Page 1 of 11 Distribution:

Approved:

DESIGN AND ACCOMMODATION

SUBJECT: Engineering - Utility

PURPOSE:

To provide guidelines for use by the Department in regulating the location, design and methods for installing, adjusting and accommodating utilities on highway rights-of-way.

PROCEDURE:

1. INTRODUCTION: Transportation networks grow in complexity as today's society expands and intensifies its organization of facilities for service and communication. Such networks include subways, pipelines and cables below the ground; highways, railways and waterways on the surface; elevated-ways, pole and tower lines above ground, and airways in space. As these networks expand, the frequency for several networks to occupy a common right of way continues to increase. When this occurs, there is conflict between the highways and the utilities because the construction, maintenance and operation of one often affects the other to a great extent.

The Department has the responsibility to maintain State Highways as necessary to preserve the integrity, operational safety and function of the highway facility. Since the manner in which utilities cross or otherwise occupy highway right of way can materially affect the appearance, safe operation, and maintenance of the highway, it is necessary that such use be authorized and reasonably regulated.

2. ACCOMMODATIONS STANDARDS

A. Basic Requirements:

- (1) The basic requirements governing location of utility installations will be shown in the location criteria (Section 6). The primary concerns in the design and location of utility installations are the protection of the highway facility and the safety of the highway user; and in all cases, full consideration shall be given to sound engineering principles and economic factors.
- (2) For the installation of overhead utilities, one side of the right of way is usually reserved for communication lines while the other side is reserved for power lines. In situations where underground and overhead utilities occupy the same side of the roadway, the overhead facility should be placed behind the underground facility in order to provide the maximum clear roadside recovery area possible. In cases where more than one utility proposes an aerial installation on the same side of the highway, a joint-use arrangement must be agreed to by the companies. In cases where the utilities cannot agree, the dispute shall be referred to the Director of Road Operations whose determination shall be final. This does not prohibit a single utility from occupying both sides of the road when there are no objections from other utilities and proper justification is provided to the Department of Transportation and there is only one pole line on each side of the right of way.
- (3) Only one pole line will be permitted on each side of the right of way. However, a second pole line to support roadway illumination may be allowed where the need for same is properly documented and provided traffic safety requirements are met.

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(4) Scenic enhancement shall be considered on permit applications. The type and size of utility facilities and the manner and extent to which they are permitted along or within highway right of ways can materially alter the scenic quality, appearance, and view of highway roadsides and adjacent areas. For these reasons additional controls are applicable in certain areas that have been acquired or set aside for their scenic quality. Such areas include scenic strips, overlooks, rest areas, recreation areas, the right of ways of highways adjacent thereto, and the right of ways which pass through public parks and historic sites. New underground utility installations may be permitted within such lands where they do not require extensive removal or alteration of trees or other natural features visible to the highway user or do not impair the visual quality of the lands being traversed. New aerial installations are to be avoided at such locations where there is a feasible and prudent alternative to the use of such lands by the aerial facility. Where this is not the case, they will be considered only where:

- (a) Other locations are usually difficult and unreasonably costly, or are more undesirable from the standpoint of visual quality.
 - (b) Underground is not technically feasible or is unreasonably costly, and
- (c) The proposed installation can be made at a location and will employ suitable designs and materials which give adequate attention to the visual qualifies of the areas being traversed.

These controls shall also be followed in the location and design of utility installations that are needed for highway purpose, such as continuous highway lighting, or to serve a weight station, rest, or recreation area.

There may be cases of unusual hardship or other extenuating circumstances encountered involving some degree of variance with the provisions of this section. Such cases shall be subject to prior review and concurrence by the Director of Road Operations, and in cases where the described lands were acquired or improved with Federal Aid Highway Funds, the Division Administrator, F.H.W.A. This does not include areas such as national or state forests, etc., except where Federal Highway Funds were used to acquire or improve the above listed areas.

- (5) Only single poles will be permitted within the road right of way. Any exception must be amply justified and approved by the Director of Road Operations. Any application for poles larger than twenty-four (24) inches in diameter will be referred to the Central Office prior to approval. When poles such as steel and concrete are used the base must be flush with or below ground. It may be necessary to restrict this type installation where the base is unusually large or the right of way is limited.
- (6) Where possible, all longitudinal underground utility facilities should be placed outside of the pavement of main traveled lanes.
- (7) Where encasement is used and designed as a pressure vessel, the encasement pipe will have strength equal to or exceeding the carrier pipe; however, where the casing is not a pressure vessel, the casing pipe shall be capable of supporting external loads of 2,200 minimum PSF at thirty (30) inches minimum depth. Gas and liquid petroleum pipelines shall be designed and constructed to conform with 49 CFR, Part 192, Transportation of Natural Gas by Pipeline or Part 195, Transportation of Liquids by Pipeline, as applicable. The maximum allowable operating pressure of gas mains must be shown on permit applications.
- (8) All installations on freeways will be in accordance with the February 15, 1969, AASHTO Policy entitled A Policy on the Accommodation of Utilities on Freeway Right of Ways and as subsequently modified.

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(9) When an emergency condition warrants immediate action by the utility such as a break in a flud or pressure line or any situtation creating a danger to the public welfare, the utility should proceed immediately with repairs necessary to safeguard the public. The Maintenance Engineer shall be notified as soon as possible. All such final repair work to the Department's facilities must receive approval from the Maintenance Engineer. If it is the type of work that would normally require a permit, then an after-the-fact permit shall be required by the Department. In any case, restoration of right of way will be in accordance with all applicable guidelines.

B. Crossings:

- (1) GENERAL: Crossings under existing pavement will usually be made without cutting the pavement. Underground crossings made by methods other than by open cutting and direct burial shall conform to the provisions of the Jacking and Borins Supplement. See Jacking and Boring Supplement, Exhibit II. The proposed means of placing the pipe shall be stated on the permit. Conditions which are generally unsuitable or undesirable for pipeline crossings should be avoided. These include locations in deep cuts, near footings of bridges and retaining walls, across intersections at grade or ramp terminals, at cross drains where flow of water, drift or stream bed may be obstructed, within the basins of an underpass drained by a pump if pipeline carries a liquid or liquefied gas, and in wet or rocky terrain where it will be expensive to provide minimum bury. Clearance requirements for both aerial and underground are shown in location criteria.
- (2) LIMITED ACCESS: In expending areas along limited access freeways it is expected that utilities will normally install distribution or feeder line crossing of freeways, spaced as needed to serve consumers in a general area along either or both sides of a freeway, so as to minimize the need for crossings of a freeway by utility service connections. In areas where utility service are not available within reasonable distance along the side of the freeway where the utility service is needed, crossings of limited access freeways by utility service connections may be permitted. The construction and maintenance of utilities should be accomplished without violation of limited access principles. This will normally require the following:
- (a) Underground pipelines crossing between interchanges should be encased between toe of slopes. Casing pipe for flammable gases and fluids will be vented at the right of way line. Welded steel pipe transmitting gas or liquid petroleum may be installed without encasement provided such pipelines conform with 49 CFR, Part 192, Transportation of Natural Gas by Pipeline or Part 195, Transportation of Liquids by Pipeline, as applicable. The pipeline shall be designed to withstand internal design pressures and the superimposed loads of the roadway and traffic. All construction and maintenance will be outside the Limited Access Fence. When utilities are placed on completed sections, the Limited Access Fence may be replaced with temporary fencing extending into the toe of slope and enclosing the entire work area.
- (b) Underground crossings in interchanges where access to the utility may be gained from the minor road without violation of limited access principles may be installed with only such casing as necessary to preserve the structural integrity of the paving structure.
- (c) All piping must comply with the appropriate regulations, Federal and State, in effect at the time of construction.
- (d) Aerial crossings usually may not be accomplished without work inside the limited access facility, and therefore, such crossing between interchanges should be minimized. Where necessary to construct an aerial crossing between interchanges on an operational facility, careful planning of the work with regard to the safety of vehicular traffic is mandatory. A comprehensive plan for temporary supports and handling traffic must be presented as part of the application. No temporary supports

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will be permitted within thirty (30) feet of the main roadway unless placed behind existing guardrail or incorporated within an approved barrier system. Such supports will be permitted only for the minimum time necessary for the performance of the work. Aerial crossings at interchanges where the work may be performed from the minor road will require a traffic handling plan as part of the permit when traffic on the major facility msut be interrupted or diverted in order to perform the work. Any request for exception of the foregoing requirements must be fully justified in writing by the applicant. (See Exhibit E for example procedure.)

(3) OTHER SYSTEMS: On all high type rural sections and most urban sections:

- (a) When casing is used for crossings of flammable gases or fluids, the casing should extend to the toe of the slope and be vented at or outside of the right of way line. Welded steel pipes transmitting gas or liquid petroleum may be installed without encasement provided such pipeline conforms with 49 CFR, Part 192, Transportation of Natural Gas by Pipeline, or Part 195, Transportation of Liquids by Pipeline, as applicable. The pipeline shall be designed to withstand internal design pressures and the superimposed loads of the roadway and traffic.
- (b) Casing will be required for crossings of underground utilities where the carrier conduit is of insufficient strength due to composition or depth of cover.
- (c) Casing will be required for crossings jacked under existing pavement where the carrier is of composition such that it cannot be jacked.
- (d) Where it is necessary to place aerial crossings which will interfere with traffic, careful planning of work with regard to the safety of vehicular traffic is mandatory. No temporary supports will be allowed closer than the minimum clearance under Section 6, unless where incorporated within approved barrier systems. Such temporary construction shall be completed in the minimum time possible as approved in the permit.
- (e) Where an applicant wishes to connect any surface or subsurface (storm sewer) drainage to a highway drainage system, the applicant must certify in writing that the quality of waters conveyed by the connection meet all applicable water quality standards as defined in Chapter 17-3, Florida Administrative Code. In the event the discharge is identified as a contributor, either whole or in part, to a significant source of pollution, the applicant will be required to incorporate such abatement deemed necessary by the Department to bring the discharge into reasonable compliance with State pollution standards or regulations.

(4) PAVEMENT CUTTING:

(a) Open cutting of existing pavement will generally not be allowed, but may be considered under one or more of the following conditions:

Extreme economic hardship
Subsurface obstructions
Extreme high water table
Limited space for jacking pits
Condition of roadway surface - including imminent resurfacing or rebuilding

In any analysis of a request for open cutting, primary consideration will be given to the safety and convenience of the public.

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(b) Where open cutting has been permitted, replacement of fill, base and surface will be in accordance with this guide, the latest State of Florida Department of Transportation Specifications and/or special provisions of the permit. Before traffic is to be placed on a cut area, a temporary patch with a smooth all-weather surface must be provided. Refer to Exhibit F.

C. Attachments to Structures: (Exhibit G)

- (1) CONDITIONS: Attachments to structure will be generally discouraged but may be considered under one or more of the following conditions:
 - (a) Denial of attachment would cause an extreme hardship.
 - (b) Will not create a potential hazard to the public.
 - (c) Will not affect the integrity of the structure.
 - (d) Will not adversely affect aesthetics of the structure.
 - (e) Will not hinder state maintenance operations.

Attachment information shall be furnished as early as possible, preferably along with the alignment package from the District Office to the Central Office.

- (2) CRITERIA: Where attachments are permitted, the following criteria must be adhered to, unless sufficient justification is presented for deviation:
- (a) No maintenance will be accomplished from structure without written approval from the Maintenance Engineer and full compliance with the Department's Manual on Traffic Control and Safe Practices.
 - (b) Utility must maintain vertical clearance equal to that of the structure.
- (c) Utility cables should be on conduit so that maintenance can be accomplished from ends of structures.
- (d) Material used for casing and attachments shall be such that it will not require routine maintenance, such as painting, etc. This will include cast iron, galvanized steel, stainless steel, aluminum, concrete, etc.
- (e) No consideration will be given to approving pressure lines unless the facilities are designed in accordance with current Federal and State regulations.
- (f) All lines carrying hazardous transmittants should be encased throughout the length of the structure. Shut-off valves shall be installed in lines at or near ends of the structure unless segments of the lines can be isolated by other sectionalizing devices within a reasonable distance. Where easing is not provided for a pipeline on or in a structure, additional protective measures shall be taken, such as employing a higher factor of safety in the design and construction of the pipeline than would normally be required for cased construction.
- (g) All attachments to structures will be reviewed in respect to their constribution to any corrosive damage which would lessen the structural integrity of the structure. The attachment should be effectively isolated from the structure so that as not to induce structural damage by corrosion. A copy of the Department's Corrosion Certification Form will be submitted with the permit application. (Exhibit G)

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(b) All utilities placed on bridges shall be located between fascia girders to the maximum extent practical.

(i) Approval will be in the District Office based on recommendations by the Central Office. This is with exception that attachments of a line carrying hazardous transmittants will be referred to the Director of Road Operations for approval.

(3) OTHER CONSIDERATIONS:

- (a) If other locations are reasonable, attachment to structure will not be allowed.
- (b) Each attachment will be considered on its own merits.
- (c) The Deputy Design Engineer of Structures will consider special handling of utilities on new structures such as extended caps or locations in sidewalk and consider the corrosion effects on the structure.

3. LOCATION CRITERIA FOR UTILITIES (Exhibits B & D)

A. Interstate or Other Limited Access Facilities:

- (1) LIGHT POLES At least thirty (30) feet from edge of through lane, eighteen (18) feet from edge of auxiliary lane. Poles permitted to within twenty (20) feet from edge of through lane provided frangible base is used. Poles with frangible bases may be located fourteen (14) feet minimum from edge of auxiliary lane. Light poles may be placed four (4) feet behind guardrail where guardrail is justified for other reasons. Not permitted in median except where incorporated within an approved barrier system.
- (2) UTILITY POLES Not in median. Not installed longitudinally within the control of access lines. At interchanges, poles to be placed within projected right of way of the minor road and no closer than thirty (30) feet from edge of auxiliary lane (ramp). At least thirty (30) feet beyond the edge of the shoulder of the through lane of Limited Access facility.
 - (3) PARALLEL (UNDERGROUND) Normally not permitted.
- (4) CROSSING (AERIAL) Twenty-four (24) feet minimum vertical clearance. Other governmental agencies or codes may require a greater clearance for certain voltages. The greater clearance required prevails as the rule. No poles or structures will be permitted within right of way of the main traveled way.
- (5) CROSSING (UNDERGROUND) Minimum vertical clearance forty-eight (48) inches below pavement and thirty (30) inches below ground including ditch grade. After pavement has been constructed, no open cuts will be allowed. Where a high pressure gas or volatile fuel line is located under a highway bridge, additional protection may be necessary. The type of additional protection may vary depending upon circumstances and each individual case will be analyzed on its own merits. (See Jacking and Boring Supplement Exhibit H)

B. Other Facilities - Fifty (50) M.P.H. or Greater

(1) LIGHT POLES - At least thirty (30) feet from edge of through lane and eighteen (18) feet from edge of auxiliary lane. Poles permitted to within twenty (20) feet from edge of through lan

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lane provided frangible base is used. Poles with frangible base may be located fourteen (14) feet minimum from edge of auxiliary lane. Light poles may be placed four (4) feet behind guardrail where guardrail is justified for other reasons. Poles permitted in median if thirty (30) feet clearance from pole to edge of pavement or where located behind an approved barrier. When right of way is not available for minimum offsets specified above, each case will be considered on an individual basis.

(2) UTILITY POLES - At least thirty (30) feet from edge of through lane or eighteen (18) feet from edge of auxiliary lane. Normally six and one half (6½) feet inside right of way line when beyond the clear recovery area; otherwise, as close as practical to the right of way line without causing encroachments on private property or safety code violations. When right of way is not available for minimum offsets specified above, each case will be considered on an individual basis.

Poles not permitted in median except for temporary construction. Such temporary construction shall be completed in minimum time and an approved barrier system must be provided where poles encroach within the clear recovery area.

- (3) PARALLEN (UNDERGROUND) Minimum vertical clearance thirty-six (36) inches below top of pavement and thirty (30) inches minimum cover below existing ground except for gas lines, which should be thirty-six (36) inches below ground. In rural areas normally not between edge of pavement and toe of slope and as near right of way line as practical. Minimum depth requirement can vary if utility is buried under sidewalk or bike path.
- (4) CROSSING (AERIAL) Eighteen (18) feet minimum vertical clearance. Other governmental agencies or codes may require a greater clearance for certain voltages. The greater clearance required prevails as the rule.
- (5) CROSSING (UNDERGROUND) Minimum vertical clearance thirty-six (36) inches below pavement and thirty (30) inches below ground line including ditch grade. (See Jacking and Boring Supplement Exhibit H)

C. Other Facilities - Forty-five M.P.H. or Less (Without Curb and Gutter)

- (1) LIGHT POLES At least eighteen (18) feet from edge of through lane or fourteen (14) feet from edge of auxiliary lane. Light poles may be palced four (4) feet behind guardrail where guardrail is justified for other reasons. When right of way is not available for minimum offsets specified above, each case will be considered on an individual basis.
- (2) UTILITY POLES At least eighteen (18) feet from edge of through lane or fourteen (14) feet from edge of auxiliary lane. Normally six and one half (6½) feet inside right of way line when beyond the clear recovery area; otherwise, as close as practical to the right of way line without causing encroachments on private property or safety code violations. When right of way is not available for minimum offsets specified above, each case will be considered on an individual basis.

Poles not permitted in median except for temporary construction. Such temporary construction shall be completed in minimum time and an approved barrier system must be provided where poles encroach within the clear recovery area.

(3) PARALLEL (UNDERGROUND) - Minimum vertical clearance thirty-six (36) inches below top of pavement and thirty (30) inches minimum cover below existing ground except for gas lines, which should be thirty-six (36) inches below ground. In rural areas normally not between edge of pavement and toe of slope and as near the right of way as practical. Minimum depth requirement can vary if utility is buried under sidewalk or bike path.

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- (4) CROSSING (AERIAL) Eighteen (18) feet minimum vertical clearance. Other governmental agencies or codes may require a greater clearance for certain voltages. The greater clearance required prevails as the rule.
- (5) CROSSING (UNDERGROUND) Minimum vertical clearance thirty-six (36) inches below pavement and thirty (30) inches below ground line including ditch grade. (See Jacking and Boring Supplement Exhibit H)

D. Municipal Construction - Forty-five (45) M.P.H. or Less (Curb and Gutter)

- (1) LIGHT POLES Four (4) feet from face of curb minimum. On projects where the four (4) minimum offset would place the utility or other obstruction in substantial conflict with the sidewalk or when light poles would create an unreasonable conflict with requirements of the National Safety Code and other alternatives are deemed impractical, the minimum may be reduced to two and one-half (2½) feet from face of curb. Each case where this deviation is proposed must be supported on an individual basis.
- (2) UTILITY POLES Not in median. Four (4) feet from face of curb minimum. On projects where the four (4) foot minimum offset would place the utility or other obstruction in subatantial conflict with the sidewalk or when utility poles would create an unreasonable conflict with requirements of the National Safety Code or other alternatives are deemed impractical, the minimum may be reduced to two and one-half (2½) feet from the face of curb. Each case where this deviation is proposed must be supported in an individual basis.
- (3) PARALLEL (UNDERGROUND) Minimum vertical clearance thirty-six (36) inches below top of the pavement and thirty (30) inches minimum cover below existing ground for gas lines, which should be thirty-six (36) inches below ground. Not closer than two (2) feet behind curb and as near right of way as practical. Minimum depth requirement can vary if utility is buried under sidewalk or bike path.
- (4) CROSSING (AERIAL) Eighteen (18) feet minimum vertical clearance. Other governmental agencies or codes may require a greater clearance for certain voltages. The greater clearance required prevails as the rule.
- (5) CROSSING (UNDERGROUND) Minimum vertical clearance thirty-six (36) inches below pavement and thirty (30) inches below ground line including ditch grade. (See Jacking and Boring Supplement Exhibit H)

4. GENERAL REQUIREMENTS

- A. Devices such as signal-strain poles, fire hydrants, telephone load pedestals, and other items whose construction and size would cause extensive damage to a vehicle if struck are to be located according to the standards for utility poles.
- B. For the purpose of this guide, frangible base poles will be accepted if in accordance with the Department Index Numbers 17500 and 17501, including later revisions.
- C. On projects where the four (4) foot minimum offset would place the utility or other obstruction in substantial conflict with the sidewalk and, in the case of power poles, would create an unreasonable conflict with requirements of the Saftey Code and other alternatives are deemed impractical, the minimum may be reduced to two and one-half (2½) feet from face of curb. Each case where this deviation is proposed must be supported on an individual basis and approved by the Central Office and by F.H.W.A. if on any project constructed or improved with Federal Aid Funds.

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D. Where possible, excavation will not be allowed within eight (8) feet of the edge of the pavement. See Jacking and Boring Supplement for exceptions, (Exhibit H)

- E. All utilities shall comply with appropriate regulations, Federal and State, in effect at the time of construction.
- F. These criteria shall not be applied to a minor segment of an existing utility installation in such manner as to result in misalignment of the installation or adjustment of the entire installation.
- G. The roadside clearances for above ground utility facilities shall be consistent with those clearances applicable to other roadside obstacles on the type of highway involved, reflecting good engineering and economic considerations.
- H. Where feasible and practical, luminaries should be attached to utility poles which otherwise meet the offset criteria, thereby eliminating unnecessary numbers of poles along highway facilities.
- I. Manholes shall be outside the traveled lanes, to the greatest extent possible, preferably in the median. The manhole ring, cover, and pad must support the traffic for the area where it is being constructed.
- J. Underground lines that are abandoned will be removed if right of way is required for other utilities.
- K. All maintenance activities are required to meet this guide for safety and right of way restoration.
- L. The installation, operation and maintenance of the proposed facility will be accomplished in accordance with the American Association of State Highway and Transportation Officials A Policy on the Accommodation of Utilities on Freeway Right of Ways as adopted on February 15, 1969. In accordance, therewith, the applicant agrees that access for the installation and the servicing of its facilities will be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads and streets or (c) trails along or near the highway right of way lines, connecting only to an intersecting road, from any one or all of which entry may be made to the outer portion of the highway right of way.

M. Appurtenances

- (1) Should be aesthetically acceptable and in compliance with industry standards.
- (2) Shall be placed so as to provide minimum interference to the traveling public and D.O.T. maintenance operations.
 - (3) Must not conflict with other existing facilities.
- N. If any utility relocation is necessary to provide entrance to the roadway from adjacent property, the relocation expense should be borne by the secondary permittee and he shall not interfere with the rights granted any prior permittee. If a dispute arises, then the relocation expense should be considered a matter between the property owner and the prior permittee. In the case of an appeal, the final location will be determined by the Department after consultation with the Public Service Commission.

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O. With the exception of utility poles and single pole mounted appurtenances mounted 15 feet or higher above the ground, appurtenances larger than 8 cubic feet must have their location and size in cubic feet shown on the permit.

- P. Underground appurtenances less than 30 feet from the edge of pavement, excluding those considered not in traffic areas in curb and gutter sections, shall be designed to carry traffic. Those located in non-traffic areas in curb and gutter sections and those located greater than 30 feet from the edge of pavement shall be designed to support the Department's maintenance equipment. The minimum wheel load underground appurtenances should be designed for is H-20 Loading. This in no way guarantees the utility company that these appurtenances will not be subject to greater loads.
- Q. Permits requesting installation of above ground appurtenances up to 80 cubic feet and any size under round appurtenance, which meet the guidelines may be approved at the District level. Those above ground appurtenances larger than 80 cubic feet or deviating from these guidelines shall be submitted through proper channels to the State Maintenance Office for approval.
- R. A summary chart which tabulates the basic Location Criteria for utilities as previously stated is produced on page 11 for convenient reference.

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Page 11

EXHIBIT D

| _ | | | | | |
|-------------------|-------------------------|---|--|---|--|
| | CROSSING UNDERGROUND | Min. vertical clearance 48" before port and 30" before ground line including distiller grode. After the port has been const. to open cuts will be followed Where a high-pressure gas or volatile (see line is located wrider a happeray princip, and litinal principlen may be necessary. The type of additional prefection may tany despendant paractionary states and such halfuldust case will be grainlysted on its own merits. (See Jacking and Baring Supplement) | solar vertical clearance 3,5° baloas part and 30° baloas grand line including dilch grade. | Min verifical clearance 15° below port and 30° below ground line including ditch greats. See Jacking and Buring Supplement | Min. verifical clearance 35° below part and 30° below ground line including ditch grade. See Jacking and Baring Supplement |
| N FOR UTILITIES | CROSSING AERIAL | 24' min, vertical Georence | 18" min. ver 11cat clear mca | i B' min verticol chedronca | ig mit verlical clearence |
| | PARALLEL UNDERGROUND | Normally Not Permitted | Rin vertical clearance 36° below top of port and 30° afth cover below saining yound, severe the year lites, which invoid be 36° below growed, he was he was no year, on the of stope was an exor (RW) in no so perfection, that depth requirement con vary if willing is buried under sidewalls, or bike poils. | His vertical clearance 36" below top of pert and 20" mit, come below clisting records are pert and 20" mit, come below clisting round, except for gost lines, which bould be 36" below ground in read increas normally on belowere edge of most part and lose of stops and as most RAW lims as proceeding kin, depth requirement con very if utility is baried under sidewolf, or bike path. | Min vertical clearance 36" belon lop of posts, and 30" min core belon selling (award, sacept for gas lines, which may be 25" belon grown has clear then yet 25" belon grown has clear then yet 25" belon grown by clear then yet 25" test behind curb and as sear right of way line as practical Max depth requirement can vary it utility is builed under silewells as bids polit. |
| LOCATION CRITERIA | UTILITY POLES | Hot in median. Not within RVW of moin tracet ways. At interchorge, poles to be picced within the projected right of way of the miner road and and obsers than 30 from rage of manifory fine (can). Owinder Ears recovery fare for in recovery care for in resourced. At least SV (can ago in aboulder of through lane of limited access facility. | Outside clear recovery area. Normally GP2 Inside RVW when beyond elter recovery area, sitherwise or, close to practical is RVW line. Poles not permit led in mediane secsel for lampsorry construction. Temporary construction and properties in must line and an opporated barrier system must be provided when within the clear recovery week. | 16' from edys of through lose or 14' from edys of unitary lose Warmolly 15' by seege of unitary lose Warmolly 15' by inside RAW when beyond clear record one of the RAW with Public not permitted in the RAW similar permitted in the lose of the province of the province of the province of the province of the lose of the | Not in madion. 4 ¹ from face of curb of min. # |
| | LIGHT POLES | Not goverally in medicin. Obliside flear recovery ovas of trompleb basa 20 from edge of brough too. In all Kain from edge of an allowing ovations from on behind approved berrier that is justified for after recover. | Outside cient reconery eas at franchible boar 20' from the outh from 20' from the outh from easilitied than, from exigent easilitied for either response positified for either response | If from edge of threuph from a set of from adga of authory from for the polytopic of authory flowing boxes or behalf apposed boxes to behalf builted for other respec- | of from face of curb. If |
| | CLEAR RECOVERY AREA | 30'min from edge of through lene 16'min from edge of excilient lene | 30" min from edge of thempores of thempores of emiliary lone. | 16' where R/W wernis or 14' res. from edge of bolh librasyli and ozz- lifory lanes. | curb. A curb. |
| | HIGHWAY TYPE | K INTERSTATE OR 30' min from edge OTHER LIMITED IN Introm them add ACCESS FACILITIES IN INTERN END ADD | OTHER FACILITIES WITH SPEEDS OF 50 MPH OR GREATER | OTHER FACILITIES WITH SPEEDS OF 45 MP H OR LESS (WITHOUT CURB AND GUTTER) | MUNICIPAL SPECS OF 45 MPH OR LESS (CURB AND GUTTER) |

#The installation, operation and maintenance of proposed Jacility will be accomplished in accordance with the American Association of State Highway Offices. "A Policy On The Accommodation Of Utilities on French Copy of World Offices as adopted no Policy on Proposed State Stat

An auxiliary lane is the partion of the roadway adjoining the traveled way for parking, speed changes, turning, storage for turning, wexying, truck climbing, or other purposes supplimentary to through traffic movement. Ramos are considered to be auxiliary bares.

W Or prejets where he d'ann offest would pock the visity or other obstruction in substantial centific with the sedewalk or when willing potes would create an unrecomble conflict with requirements of the beston Code under the deviation is proposed and the second and included bush. Driving lone it any traffic lone, through or autitiary.

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Estimates

ENGINEERING - UTILITY

PURPOSE:

SUBJECT:

To establish a uniform procedure for the development and preparation of Utility.Relocation Cost Estimates on reimbursable projects for attachment to Utility Relocation Agreements.

PROCEDURE:

1. <u>DETERMINING ELIGIBILITY FOR STATE COST PARTICIPATION</u> - State participation will be based on the cost of making the required change in the utility after deducting any resulting increase in the value of the new utility and any salvage value derived from the old utility and otherwise as fixed by State reimbursement regulations. (Appendix 902)

<u>Eligibility Ratio</u>: If the required highway right of way encroaches upon an existing utility facility located partially on public right of way by sufferance or permit and partially on right of way acquired for utility purposes, eligibility for State cost participation is determined on the basis of compensable property interests held by the utility company within the proposed highway right of way limits. For example assume that the length of the existing utility facility to be relocated is 300 feet. Of the foregoing, 100 feet of the utility's existing facility is presently located on public right of way by sufferance or permit and 200 feet is presently occupying utility right of way. The State will participate in 66.67% (200'/300') of the total cost of the required relocation.

The length of existing line within the existing highway right of way is the basis for determining an eligibility ratio for pipeline adjustments; whereas, in the adjustment, removal or relocation of communication and/or power lines, the basis for establishing an eligibility ratio is by pole location. Only line poles will be considered in such determination since guy poles, push braces and down guys are considered as supporting structures. Where line poles are on public right of way by sufferance or permit, and guy poles, push braces and/or down guys are on utility owned right of way, all relocation costs applicable thereto will be ineligible for State cost participation. However, the State will participate in all right of way costs which might be incurred in conjunction with the adjustment of the guy poles, push braces and/or down guys.

Lengths of line for pole line adjustments will not generally be used as a basis for determining an eligibility ratio except under special conditions. Where such circumstances exist, it is suggested that the factual situation be submitted to the State Utility Engineer for determination as to appropriate method of handling.

If a utility agreement includes several unrelated adjustments at various highway locations within the highway project limits, one estimate should be prepared to include all adjustments that are 100% eligible for State cost participation and one estimate should be prepared to cover each individual adjustment where an eligibility ratio is to be determined. The total of such costs shall represent the amount eligible for State cost participation. Care must be exercised to insure that the participation ratio established above is charged only against the proper work order number.

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2. PREPARATION OF FINAL UTILITY COST ESTIMATES - The cost estimate shall be prepared by the utility company and should be submitted to the District Utility Engineer in support of the utility agreement and plans required for the proposed work. Where the utility company utilizes an engineering staff to prepare estimates, it is suggested that the estimate be reviewed by their accounting or billing section to assure that the format of the estimate will be found compatible with cost accounting procedures.

Estimates must be prepared in a manner that will conform with the requirements of FHPM Vol. 1; Chap. 4, Sec. 4 and amendments thereto. Paragraph 7i of the FHPM is quoted as follows: "The estimate in support of the agreement shall set forth the items of work to be performed, broken down as to estimated cost of labor, construction overhead, materials and supplies, handling charges, transportation and equipment, rights-of-way, preliminary engineering, and construction engineering, including an itemization of approximate credits for salvage, betterments, and expired service life, all in sufficient detail to provide the State and division engineer a reasonable basis for analysis. The factors that will be included in the utility's construction overhead account shall be set forth. Materials are to be itemized where they represent relatively major components or cost in the relocation. Unit costs, such as broad gauge units of property, may be used for estimating purposes where the utility uses such units in its own operations."

It is essential that the analysis contain appropriate credits wherever required for salvage, betterments, and expired service life. The analysis must be prepared so that a determination of eligible and ineligible items can be made. Preliminary engineering charges attributable to the necessary work is a reimbursable item of cost (Appendix 922). It should be borne in mind that regulations require the statement of final billing to follow as closely as possible the order of items appearing in the estimate portion of the agreement. A summary sheet, similar to Appendix 911 attached as a cover sheet to the utility's detailed estimate will greatly assist the processing of both the estimate and the final bill. The estimate or analysis of estimated cost as it is referred to in the agreement should be representative of actual cost, both direct and indirect, to be incurred in the proposed adjustment and should be detailed to include man hours by class and rate, equipment or type, size and rate, and materials and supplies by items and price. Also, the basis for estimating right of way costs, personal expenses, transportation expenses, and any other charges should be shown. The estimate should reflect all work shown on the plans and included in the statement of work. All betterment and other ineligible costs should be shown as part of the work proposed. When a betterment facility is to be constructed, comparative plans and estimates should be used for determining the amount eligible for reimbursement. There is one difference in dealing with betterments on lump sum agreements as compared to actual cost agreements. A percentage betterment ratio as required for actual cost adjustments is not required on lump sum agreements, since reimbursement is made on estimated costs. Form 722-06, Utility/Railroad Estimary Summary should be used wherever possible.

3. PRELIMINARY AND CONSTRUCTION ENGINEERING - Preliminary Engineering shall include all eligible necessary engineering and associated activities related to surveys, preparation of plans, specifications, estimates, preliminary investigation and design of replacement rights of way and other related preparatory work in advance of construction. Preliminary Engineering may be charged to the Utility's project work under or account from the date of issuance of the District's letter authorizing the Utility to proceed with the Preliminary Engineering, and shall continue until the date that the Utility Agreement for facility adjustments and/or relocation has been approved and authorized. If at any time the highway project schedule for commencing construction is indefinite due to economic conditions or other factors beyond the department's direct control, preliminary and construction engineering should be authorized by the execution of a properly authorized and funded engineering agreement. This is to ensure reimbursement to the utility owner for their engineering cost in the event the project concept is terminated and no utility relocation work is actually required.

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Preliminary Engineering costs will be limited to the terms and provisions of Vol. 1, Chap. 4, Sec. 4 (PPM 30-4), dated June 29, 1973. Construction Engineering shall commence on the date that the Utility Agreement is approved and authorized. Construction Engineering shall consist of the Utility's engineering and inspection associated with the adjustment and/or relocation of the Utility Facility. Engineering required for preparing Supplemental Utility Relocation Agreements and Utility Change Orders subsequent to beginning of physical utility relocation shall be regarded as Construction Engineering.

The estimate should be prepared so as to clearly detail any engineering charges for which reimbursement is to be requested. It may be that these engineering charges will be appropriately classified as labor and therefor should be prepared as required by regulations on labor charges. If engineering charges are distributed to the utilities overhead account, reference should be made to the Department Policy covering overhead charges.

LABOR CHARGES - Generally the utility cost estimate will contain charges for labor by company forces. Paragraph 10a of Vol. 1, Chap. 4, Sec. 4 (PPM 30-4) states: "Salaries and wages billed at actual rates or at average rates accounting for productive labor hours, retroactive pay adjustments, and expenses paid by a utility to individuals during the periods of time they are engaged in the utility relocations are reimbursable when supported by adequate records, except for engineering or inspection charges which are being reimbursed under the utility's construction overhead account. Costs to the utility of vacation, holiday pay, company sponsored benefits, and similar costs incident to labor employment, will be reimbursed when supported by adequate records. These may include individuals who are engaged in the direct and immediate supervision of the work at the site of the project and in the actual preparation of the plans and estimates of the relocation." In regard to labor charges for lump sum estimates, it will be required that wages and salaries anticipated on a particular adjustment be representative of actual rates per hour or average rates or actual amount paid individuals for productive time incurred in connection with work proposed under the agreement. The estimate should be presented in a manner to show man hours by class and rate. The utility should also include: in the estimate the amount of time anticipated for supervisory labor, costs incidental to the preparation' of the plans, estimates and agreement documents, and expenses that will be paid to individuals directly engated in the proposed adjustment of relocation work.

When the utility proposes to perform the adjustment or relocation by using a contractor Paragraph 6c of Vol. 1, Chap. 4, Sec. 4 (PPM 30-4) must be adhered to. Specifically, the utility must make a showing as to why it is necessary to contract the work and indicate the method of solicitation or contracting procedure used. There is one major difference between actual cost agreements and lump sum agreements in regard to the support required for contract work. It will not be acceptable to estimate the cost of work to be performed by contract forces. In lieu of estimating the contract cost, the utility is required to secure hids and the costs that are eligible for reimbursement for this item will be limited to the amount of the low hid submitted by a qualified contractor. The award of the low hid must be deferred pending formal agreement approval by the Department. Copies of hids received should be included in the agreement assembly to document that the amount appearing in the estimate represents the low hid. The estimate should be explicit in regard to the work that will be performed under contract and work to be accomplished with the utility's own forces. When the work will be accomplished under existing continuing contract under which such work is regularly performed for the utility and under which the lowest available costs are developed, a copy of such contract need not be included in the lump sum agreement.

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Paragraph 10b of the FHPM requires that payroll additives and other overhead factors should be shown individually with the statement of what is included in each factor. This has been interpreted to mean that each overhead account must indicate the individual cost components that are included in each account and an explanation of the method used for accumulating such costs. On lump sum estimates the reviewer must be able to analyze overhead costs to the extent that he is assured that all items are eligible and that such rates are not established on an arbitrary basis. The FHPM, Section 10b(2) itemizes specific examples of cost not eligible for reimbursement and which may not be claimed in the utility's overhead account. Such ineligible costs are advertising and sales promotion, interest on borrowed funds, charges for the utility's own funds, resource planning and research programs, stock and stockholder's expenses. These are listed as examples of ineligible costs, however, all similar costs which occur irrespective of whether the relocation work is accomplished are not eligible for reimbursement. The estimate supporting a lump sum agreement will be carefully reviewed and evaluated to insure that ineligible overhead costs are not being claimed.

5. RIGHTS OF WAY - One of the early considerations by the utility company will be the selection of a route which is normally economical from the standpoint of right of way cost. Right of way required for the utility installation will be acquired by the utility and not the Department. While many utility companies have staffs which are broadly experienced in right of way acquisition, others seldom encounter the need for the purchase of easement or fee in realty and their experience may be quite limited. Experience indicates that utility companies seldom resort to condemnation to obtain needed right of way even when the demands of property owners are unreasonable due to possible adverse public relations. Although the determination to condemn or negotiate lies with the utility company, all negotiated settlements must be adequately supported.

Paragraph 4c of the FHPM states that prior to actual negotiation the utility shall determine the record its valuation of rights of way that it acquires. The utility should establish the value by competent appraisals and this value should become the basis for their offer in negotiation. It may become necessary to employ independent appraisers or the utility company may have its own staff appraise and establish values. This paragraph of the PPM further states that adequate and formal appraisals of record will be required when the cost of right of way is more than nominal.

Paragraph 2d of the FHPM states "Replacement Rights-of-Way," shall mean the land and interests in land acquired for or by the utility as necessitated by the highway construction." These costs may include salaries and expenses of utility employees engaged in the appraisal of and negotiation for the right of way, amounts paid independent appraisers for appraisals made of the right of way, recording costs, deed fees and similar costs normally paid incident to land acquisition. It is thus evident that Federal participation in right of way cost under the FHPM is limited to the cost of replacing the right of way required for the adjustment. Right of way charges which are incurred by a utility prior to the date of issuance of the letter of authorization to proceed with preliminary engineering for a particular project are ineligible for reimbursement.

6. MATERIALS AND SUPPLIES - Paragraph 11a of the FHPM provides that items of new materials and supplies shall be billed at actual cost to the utility. Where the utility maintains a stock record system it will be acceptable for material costs to be billed on utility adjustment work using an average of actual unit costs for materials and supplies furnished to the project. As previously stated items of materials are to be itemized where they represent relatively major components of cost in the relocation. This will enable proper correlation with like items and quantities that appear on the plan. In regard to material lump sum, estimates should list major items of material and supplies by items with item description, specific quantity required for each item and the unit price and extension

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properly indicated. Minor items may be shown as, "Minor Items, Miscellaneous Hardware" and indicated as a lump sum price. Major items of materials and supplies may be shown by assembly units with unit prices. This, of course, should be consistent with the utility's own cost system. These assembly units will be used mainly in regard to adjustments involving REC facilities.

- EQUIPMENT CHARGES During preliminary negotiations, utility companies should be referred to Paragraph 12 of the FHPM Vol. 1, Chap. 4, Sec. 3 (PPM 30-4) and advised that in the accumulations of utility adjustment, costs necessitated by highway construction, costs incurred in the operation and use of equipment and transportation vehicles are reimbursable when properly supported. Transportation and heavy equipment accounts are used for the purpose of accumulating expenses and distributing them to the accounts properly chargeable with the services. Equipment costs may include the cost of supervision, labor and expenses incurred in the operation and maintenance of heavy equipment and transportation equipment of the utility, including direct taxes and depreciation. The cost for transportation and equipment may be shown separately. The different types of motor vehicles and other items of equipment may be itemized into their descriptive classifications, showing the number of units of each class with an hourly rate or mileage to be charged for each unit and an appropriate extension.A particular class or type of equipment or vehicle may be charged to an individual account on an hourly rate or mileage depending upon the company's standard operating procedure in recording such costs. While the foregoing comments are based upon the utility being able to maintain detailed equipment records, smaller utilities generally accumulaged and distribute these costs through a clearing account. The estimate should indicate the manner by which the utility develops these charges. Systems followed by companies where equipment costs are accumulated to a general equipment account periodically (usually monthly) divided by the total equipment hours thereby developing an equipment rate for that month for use in charging the respective work orders are acceptable provided major items of repair and purchase of new equipment are not charged to this account. Reimbursement of transportation and equipment costs will be limited to charges which account for cost to the utility of expenses for equipment used. Arbitrary or otherwise unsupported equipment use charges will not be reimbursed.
- **DISPOSITION OF EXISTING UTILITY FACILITIES.** All utility adjustments beyond that required by direct conflict with actual highway construction should be held to the minimum consistant with accepted Department Standards. Every effort should be made to achieve overall maximum project economy. Under the provisions of Paragraph 11g of the FHPM Vol. 1, Chap. 4, Sec. 4 (PPM 30-4) the State shall determine whether it is desirable or economical to recover or leave in place those materials that need not be removed because of project requirements or that, in all probability, will not be acceptable for re-use by the utility. Determining whether removal is economical will be based on whether or not credits for salvaged material will equal or exceed all costs that are reimbursable in conjunction with such removal. Discussions with utility representatives are encouraged for determining whether removal or abandonment of the old facility is the most economical method of handling. The decision to recover or leave in place must be supported by comparative estimates.
- (1) When it is determined by the Department that the existing facility cannot or should not be allowed to remain in place, removal by the owner is preferable. Costs are reimbursable and credits will be required for materials removed as specified in the FHPM Vol. 1, Chap. 4, Sec. 4 (PPM 30-4) (Section 11b).,

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(2) When it is determined by the Department that a facility need not or should not be removed, no payment will be made the utility or credit required from the utility. This is based on the fact that a replacement facility is being installed and just compensation is obtained by construction of such replacement.

Existing Facility is not replaced or relocated: When the existing facility, or portion thereof is not being replaced or relocated, the costs that will be paid and credits required for such existing facility are covered by the FHPM, Vol. 1, Chap. 4, Sec. 4 (PPM 30-4) Section 11f.(2). The following will govern such situations.

- (1) If it is determined by the Department that the present facility cannot or should not be allowed to remain in place, removal by the utility may be requested. The actual cost of removal such as digging up of lines or pulling of poles will be reimbursable. Where applicable, salvage credit against the cost of removal will be applied according to the FHPM Vol. 1, Chap. 4, Sec. 4 (PPM 30-4) Section 11.f(2)(d).
- 9. SALVAGE CREDIT A record of retired materials removed from a Utility facility shall be kept for each reimbursable utility relocation. See Major Materials Report Form 722-03. (Appendix 917) A credit is required for all retired materials of value, unless the Utility relocation work is being performed under a State contract and the Utility Relocation Agreement specifies that all retired materials become the property of the contractor. Credit will accrue to the Department at whatever rate the Utility uses in its normal operations and normally will be the salvage value of all materials removed, less the cost of removal.

Removal costs shall be the costs of removal labor and equipment, restoral labor and transportation to storage site, plus applicable overhead costs. Where the removal costs exceed the salvage value and the removal of the facility is required by reason of the highway construction, a comparison computation determining the most economical method of removal; i.e. by the Utility or its contractor, by the general contractor or by a clearing contract, will be furnished. Recovered materials which are not usable in the normal operations of the Utility but have a sale value as scrap will be included in the agreement at their estimated value, but the actual sale price will be used in the billing.

Temporary use materials which are reusable shall be credited to the Utility relocation project at stock prices, less ten percent (10%) upon recovery.

- 10. BETTERMENTS AND BETTERMENT CREDIT Betterments which are incorporated into utility work will fall into one of two categories as follows:
- (1) Betterments which are necessitated by the requirements of the highway construction, the costs of which are reimbursable.
- (2) Betterments which are constructed at the election of the utility such as increased service capacity, service improvements, etc. which are nonreimbursable.

Credit will be required and should be clearly indicated in the estimate for the latter type work.

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Betterments Necessitated by Highway Construction: Betterments necessitated by highway construction may or may not result in enhancement to the utility company. On occasion a betterment may be constructed or incorporated into a replacement facility for purposes of economy where the construction of a replica facility would have been more expensive. As an example, some obsolete or non-stocked item, may be uneconomical to purchase and transport to the job site. Also, as stated in Paragraph 9c of the FHPM Vol. 1, Chap. 4, Sec. 4 (PPM 30-4), a required addition to an existing facility, such as an increase in the length of a pole line, is reimbursable provided, of course, the most economical means of restoring the function of the existing facility is proposed. A list of betterments which are usually classified as being necessitated by the highway project is shown in the following table.

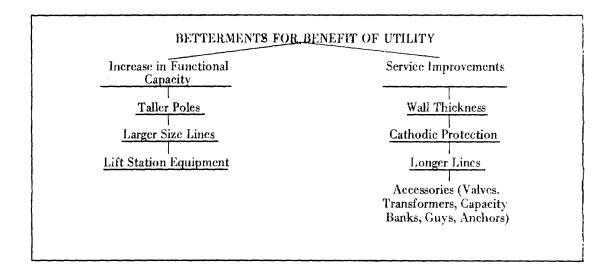
BETTERMENTS NECESSITATED BY THE HIGHWAY PROJECT

- TALLER POLES
- ADDED GUYS, BRACING
- ENCASEMENT PIPE, CONDUIT
- SPECIAL BACKFILL MEASURES
- CONNECTION OF NEW TO OLD FACILITY
- TEMPORARY FACILITIES
- ADDITIONAL LINE LENGTH

ADDITIONAL FITTINGS, PREFAB, BENDS, ETC.

PROPERTY DAMAGE

Betterments Elected by the Utility Company: Where betterments are not necessitated by the highway construction, but are to be installed solely for the benefit of the utility company, the cost of installing such betterment items will not be eligible for State and Federal participation. The following table illustrates items which may be installed solely for the benefit of the utility due to an increase in functional capacity or service improvements in the replacement facility.



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Normally the utility company will record all relocation costs on a single work order account. This single work order will cover betterment and non-betterment items. Generally, it is not fesaible or practical for a utility to separate accurately the eligible and ineligible portions of the relocation cost, particularly in regard to labor, overhead, equipment and transportation. Therefore, where these nonreimbursable items cannot be accurately segregated and verified at the final billing and audit stages, it is necessary in accordance with paragraph 7f of the FHPM Vol. 1, Chap. 4, Sec. 4 (PPM 30-4) to reach an understanding at the agreement stage as to the proportionate share of the actual cost of the adjustment to be borne by each party. If such circumstances prevail, it is recommended that the following procedure be followed.

- (1) Prepare a plan and estimate for a replacement facility which will represent the replacement of the existing facility in the most economical manner as required by the proposed highway construction project. (Like-For-Like-Estimate)
- (2) Prepare a plan and estimate to cover the facility (including betterment) which the company proposes to build. (For-Construction-Estimate)
- (3) Subtract the difference in Net Relocation Costs between (1) and (2). This amount will represent the estimated cost to be borne by the utility.
- (4) Compute a betterment percentage based upon the ratio of the estimated cost of the betterment work to the estimated cost to be constructed.
- (5) Stipulate that the betterment percentage will be applied to the final billing representing the actual cost of the work accomplished.

Consistency in applying the betterment ratio is essential. When a final billing contains a ratio which is not applied in the same manner as reflected on the estimate approved at the agreement stage, irregularities develop which may be detrimental to either the Department or the utility. For example, the total cost of relocation is \$10,000. Three thousand dollars (\$3,000) of such estimated amount represent betterments while \$1,000 of salvage credit is indicated.

| BETTERMENT ESTIMATE | | NON-BETTERMENT ESTIMATE |
|--|---|---|
| Total Cost of Relocation Less: Salvage Credit | \$10,000 1,000 | $\begin{array}{c} \$7,000 \\ 1,000 \end{array}$ |
| Net Cost | <u>\$ 9,000</u> | \$6,000 |
| Betterment Ratio = | $\begin{array}{r} \$ \ 9,000 \\ - \ 6,000 \\ \hline \$ \ 3,000 \end{array}$ | 3,000 or 33% Net 9,000 Relocation Cost |

A betterment percentage of 33% has thus been established. The following will indicate the results of applying this percentage factor in a consistent and inconsistent manner with the approved estimate at the final billing stage:

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CONSISTENT

INCONSISTENT

| 700 a 1 | billing |
|---------|---------|
| I AFR | nilling |
| | |

| (including betterment) | \$12,000 | \$12,000 |
|--------------------------------------|----------|------------------------------|
| Less: Salvage Credit | 2,000 | $3,960 (33\% \times 12,000)$ |
| | \$10,000 | \$ 8,040 |
| Bet terment (33% x $10,000$) | 3,300 | 2,000 |
| Re imbursable | 6,700 | 6,040 |

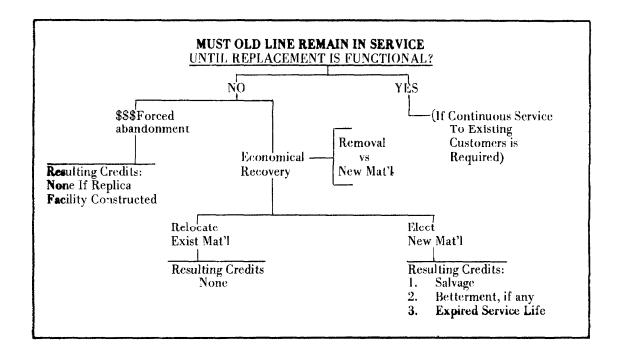
This represents a difference of \$660.00.

From this example, it can be seen that irregularities will occur if the sequence of cost development is inconsistent between the agreement estimate and final billing.

11. EXPIRED SERVICE LIFE CREDIT - In any instance where the relocation involves the substitution of a replacement facility for an existing facility, a determination shall be made whether a credit is due to the project for the value of the expired service life of the facility being replaced. Such credit shall take into account the effect of such factors as wear and tear, action of the elements, and functional or economic obsolescence of the existing facility, not restored by maintenance during the years prior to the relocation. Therefore, when the Utility demonstrated the need to retain the existing facility in operation until a replacement facility is functioning, a determination must be made as to whether the replacement (new) facility will remain in useful service beyond the time when the overall (old) utility facility, of which it is a part, would have remained in useful service or would be replaced. The first determination that should be made is whether or not it is necessary to retain the existing facility in operation until a replacement facility is functioning. If the determination is negative, materials of the existing facility should be reused in the placement facility. If, however, new material can be used more economically than the cost of recovering the existing material, no credit for expired service life would be required, since the new material would be necessitated in order to economize on the cost of the adjustment. However, if recovery of existing material is economical, but the utility elects at its option to install new materials in the replacement facility rather than reusing existing material, credit for expired service life will be required. The following table demonstrates credit requirements in those instances where it is not necessary to retain the existing facility in operation until a replacement facility is functioning.

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If it is necessary to retain the existing facility in service until a replacement facility is functioning, a determination must then be made as to whether the replacement (new) facility will remain in service beyond the time when the over-all (old) facility of which it is a part, would have remained in useful service or beyond the time when such old facility would be replaced. The need for construction of a replacement facility, while the existing facility is still being used, must be demonstrated on the basis that construction of the new facility is required for either maintenance of utility service, over-all project economy, or sequence of construction.

Justification for Disallowance of Credit: Disallowance of expired service life credit must be justified on the basis that the new facility will not remain in service longer than the old facility would have remained in service. In order to amplify the provisions and intent of the reimbursement policy, consideration should be given to conditions under which the new facility will not remain in service longer than the old facility!

Direct and Diagonal or Skewed Crossings and Short Parallel Segments: When the adjustment of a direct crossing of a utility line by highway project is encountered, no credit for expired service life is required if the replacement facility is a replica or non-betterment facility. The same finding prevails regarding diagonal or skewed crossings and short parallel segments generally less than a mile in length where a minimum relocation is followed to secure the most economical adjustment. This treatment is justified upon the basis that new segments will not be retained in service when the over-all facility is replaced due to their comparatively short length and relatively minor values, and the impractical aspect of retaining such minor segments in the event of a replacement program in the utility system.

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Consideration must also be given to long range plans of utility owners, Projected Planning: particularly in urban areas where development brings into play the factor of obsolescence due to increase in plant demands. There the utility can flefinitely predict that its system will have to be upgraded and that new materials in a replacement facility will be replaced before an extension of physical life can be realized, such finding with adequate documentation will justify the disallowance of expired service life credit. As illustrated above, replacement of depreciated materials with new materials while indicating the extension of physical life does not alone necessitate the requiring of expired service life credit. The measure of increase in value is in any possible extension of the service life of the utility's installation.

Situations Where Credit is Required: Consideration shall now be given to some conditions under which there is an increase in value to the utility company as a result of a relocation.

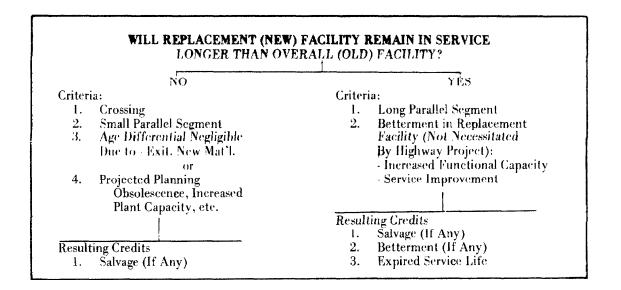
Long Parallel Segment: An example of enhancement to a utility company's position would be that situation where a long parallel segment in a depreciated state is replaced with a new facility. while the utility service to its customers is being maintained in the existing facility. The obvious increase in value in replacing a parallel line illustrates a situation where credit for expired service life will be required. If credit were not required under these circumstances, there would be an enhancement to the financial position of the utility which would be contrary to Federal and State law. Therefore, expired service life credit is required for parallel segments that are not comparable to crossings unless the the utility can support the determination that the service life of the replaced facility has not been extended.

If a utility proposes to increase the functional capacity Betterment in Replacement Facility: or to increase the service capability of its plant, either through the use of superior materials, techniques or methods, this shall constitute a betterment. If these betterments are not necessitated by construction of the highway project, they are prima facie evidence that the service life of the replaced facility has been extended. Under this situation, credit for expired service life will be required unless the utility can prove that there is no extension of service life as a result of these betterments. In addition to the requirement for expired service life credit, appropriate betterment credit must also be allowed. It may be concluded from the above discussion that the determination to be made will in many instances be quite obvious; however, other instances will require a great deal of study and careful judgement. The factors influencing the determination should be confirmed in writing and submitted as support of the agreement proposal. Adequate documentation to support the agreement will, greatly seeist reviewing agencies in addition to eliminating inconveniences of returning a submission for for inclusion of credit or for inclusion of proper documentation. The following table illustrates criteria to be considered in determining whether the replacement facility will remain in service longer than the old facility.

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Computing Replacement Cost: The "total cost of relocation" shall mean all current charges attributable to the relocation, including (1) the cost of betterment, whether or not necessitated by highway construction, (2) cost of removal and (3) cost of salvage work. This cost shall be determined without consideration of the value of materials salvaged or scrapped. "Replacement cost", upon which expired service life credit shall be based, is defined as the remaining portion of the "total cost of relocation" after deducting (1) cost of betterments, whether or not necessitated by highway construction, (2) cost of removal and (3) cost of salvage work. In addition to these costs the cost of replacement right of way may also be excluded from the total cost of relocation for determining replacement cost. Special attention is directed to the fact that any increased length of line in the replacement facility should be deducted in computing replacement cost. Conversely, if a shorter relocation is required than that existing, credit may be given based upon the new length of line in keeping with the definitions and provisions of the regulations. A ratio of line length of existing facility to length of replacement facility may be utilized for determining additional length of line required by the highway project. The following table illustrates the method for determining replacement cost:

| TOTAL COST RELOCATION LESS COST OF: 1. ALL BETTERMENTS (OPTIONAL OR NECESSARY) 2. REMOVAL COST 3. SALVAGE WORK 4. REPLACEMENT R/W | S | before deducting salvage credit |
|--|------|---------------------------------------|
| | \$() | |
| REPLACEMENT COST - | \$ | |

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10.1 (22.000

Computation of Credit: The minimum credit acceptable shall be determined by the following formula:

Expired Service Life of

Replaced Facility
Total Estimated Service
Life of Replaced Facility

X
Replacement = Credit
Cost

Particular attention is invited to the denominator of the fraction in the formula to be applied to to replacement cost. The total estimated service life of the replaced facility is the sum of the period of actual use, plus the period of expected remaining life. This period of expected remaining life should be a realistic estimate based upon all factors determining such period and need not be life span utilized in computing depreciation in the utility company's accounting system. Such practice is borne out by the further provision that a fully depreciated facility on the utility company's books, being still in operation, shall require a determination by the interested parties to re-establish the expected remaining life in the replaced facility. Generally, the numerator is expressed in years based on the period of actual use; however, some utility companies have an established program of continuing maintenance whereby component parts of a line are treated or replaced as deterioration is observed. Such a program results in facilities being kept on a high level of operating efficiency and durability. Where such a continuous maintenance program has been established by a utility, it will be acceptable to determine the expired life of the replaced facility through an engineering observation made jointly by Utility and Department personnel. All findings by both parties must be included as part of the agreement assembly for documentation purposes.

State of Florida Department of Transportation

No.: 722-304 Effective: 1 Jan. 74 Page 1 of 3 Distribution: E

Approved:

PLANS

SUBJECT: Engineering - Utility

PURPOSE:

To establish a uniform procedure for the preparation of Utility Adjustment Plans for utility agreements, field inspection during installation, and coordination activities with Department contractors.

PROCEDURE:

- 1. DETERMINING UTILITY LOCATIONS The Utility Agency should indicate in color on the preliminary right of way maps all known locations of the utility facilities, and also make any additions or corrections necessary to give the District Utility Engineer an accurate account of the facilities that might be encountered during the construction of the highway improvement. It is important to place this responsibility with the utility owners as in many cases it is impossible for the Department to establish with certainty that all underground lines have been located.
- 2. UTILITY PLANS - The plans should be sufficiently detailed so a determination can be made that all indicated work is necessary, that the planned adjustment will meet with all design policy requirements of the Department, and that such plans represent the most economical means of making the adjustment. For REIMBURSABLE work, the plans should be detailed so that quantities of major items of materials can be correlated with like items and quantities as they appear in the estimate. The major components of all existing and proposed facilities must be indicated on the plans, such as pole height/class, conductor size/type, design voltage load, pipe size, type of pipe material/class, operating and/or design pressure, cable size/type, number circuits involved, whether buried or aerial facility, type of conduit, etc. A cross section view will be required for all Pavement crossings. This is necessary to document which betterments are necessitated by highway construction. Major highway construction elements such as pavement areas, bridges, drainage structures, right of way lines and widths, control of access lines and highway stationing numbers should also appear on the utility plans. Construction plans prepared by a Utility Agency in lieu of marked Department plans will be satisfactory, provided they meet all of the above mentioned requirements. The plans should be marked with the following color code:

Green line - for all existing facilities to remain in place

Red line - for all existing facilities to be removed or abandoned

Brown line - for all proposed new construction

One set of the completed Utility Agency's plans should be returned to the Department with each copy of the Utility Agreement as part of the legal assembly. The District Office will review and insure that the installation as planned represents the most desirable and economical means of making the adjustment. The plans, sketches, or drawings shall show the major composition of both existing and proposed facilities, temporary and permanent changes to be made, and the stages by which these changes are to be accomplished. Where there is a combination of eligible and ineligible conditions, the plans should clearly indicate that portion of the adjustment located on utility right of way which was acquired for utility purposes. Property ownerships should be clearly indicated and correlated with

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ownership information. All highway plans considered essential for the negotiation of utility adjustments are furnished free of charge upon request by the utility owner with the exception of utilities located on public right of way. These agencies are furnished the necessary plans and maps free of charge up to, and including, one full set. All additional sets as well as requests for plans along existing roads will require a charge. (Refer to Appendix 907 for procedures relating to handling plans request and document sales). In conjunction with plan preparation, District personnel should determine any special instructions, specifications, or special provisions which will need to be incorporated into the utility project in the interest of the highway facility. The latter might include such operations as backfilling of trenches, pavement repairs, sod replacement, safety measures, and construction activities to be coordinated with the roadway contractor. Since standard departmental specifications for highway construction do not govern special phases of utility work, any desired pertinent specifications should be added to the plan assembly and/or special provisions of the contract.

3. HIGHWAY PLANS - Advance planning and preparation of utility relocation plans ahead of project advertisement is the single most important factor that will substantially contribute to both a reduction in delay claims by highway contractors as well as result in economical and safe relocation operations. The Department's policy is to incorporate utility data sheets within the highway contract plans for all Federal Aid Projects, all state Urban Projects and all other types of State Projects and all other types of State Projects involving utility adjustment of a complex nature. The FHPM Vol. 1, Chap. 4, Sec. 4, (PPM 30-4) stipulates under Section 15.b(3)(4)(5) that:

"In instances where utility facilities are to use and occupy the right-of-way of a proposed Federal-Aid Project, on or before the State is authorized to proceed with the physical construction of the highway project, the State is to demonstrate to the satisfaction of the division engineer that: . . .

- (3) suitable arrangements have been made between such owners and State for accomplishing, scheduling and completing the relocation or adjustment work, for the disposition of facilities to be removed from or abandoned within the highway right-of-way, and for the proper coordination of such activities with the planned highway construction. Such arrangement should be made at the earliest feasible date in advance of the planned highway construction, and
- (4) the bid proposals for the highway contract include appropriate notification identifying the utility work which is to be undertaken concurrently with the highway construction, in accordance with paragraph 5b of FHPM Vol. 6, Chap. 4, Sec. 2(1), and
- (5) the plans for the highway project have been prepared in accordance with the provisions of paragraph 4.i of FHPM Vol. 6, Chap. 4, Sec. 2(5)."

FHPM Vol. 6, Chap. 4, Sec. 2, Subsec. 5, requires under Section 5.i. that:

"All public utilities, buildings, and any other obstruction or encroachment within the right-of-way, or adjacent thereto if affecting the proposed construction, should be shown and their disposition indicated in the project records. If their disposition is included in the project, the plan should show the present and, if applicable, the proposed location, including both horizontal and vertical position, and such additional details as may be needed to indicate the scope of work to be performed. If Federal funds are to be applied to the costs incurred by railroad and utility companies, plan sheets for this work should be prepared in accordance with Vol. 1, Chap. 4, Sec. 3, and Vol. 1, Chap. 4, Sec. 4 of the Manual, respectively."

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All existing utility facilities will be shown on Department right of way maps and construction plans according to Standard Symbols for Key Maps and Plan Sheets Index 002. This information is confirmed by utility owners during early stages of negotiations by return of marked Department preliminary maps or plans. Such information is to be transmitted to the appropriate roadway design section following receipt and review by the District Utility Engineer. All proposed utility facilities, together with the disposition indicated according to policy, will be shown on Department construction plans according to Standard Symbols for Key Maps and Plan Sheets Index 002. Upon receipt by the Department of the final utility relocation design, either in the format of a relocation agreement or in the format of a maintenance permit, the District Utility Engineer will furnish this design information to the appropriate roadway design section. It is recommended that plan information on proposed utility locations generally be shown in a separate section of the highway plans, and indexed immediately following the project cross section sheets. Where isolated adjustments, such as simple rural crossings, can be shown satisfactorily on the roadway plan/profile sheets, no special utility section is required. (These two methods are not to be used in conjunction on the same project, but rather the design section should elect one or the other option).

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No.: 722-305 Effective: 1 Jan. 74

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Approved:

SCHEDULING

SUBJECT: Engineering - Utility

PURPOSE:

To establish a uniform procedure for the proper coordination of utility relocation or adjustment work with the planned highway construction.

PROCEDURE:

The problems associated with the delays to construction operations, especially on Federal Aid Projects, that are due to the lack of advance adjustment of the conflicting utilities seriously concern all involved parties. In certain cases the Department has been forced to delay the issuance of the contractor's work order because of the incomplete status of utility clearance work. On other projects, the construction work is allowed to proceed, but extensive recovery time is frequently granted to the contractor because of delays resulting from the adjustment of utility facilities.

It is recognized that there are relocations which cannot be undertaken until after the highway construction is underway. However, there are also many instances where utility adjustments can and should be underway prior to advertising to receive bids and in certain instances, should be completed before the start of the highway construction. When the actual utility work starts shortly before or after the highway construction is underway, it is extremely difficult if not impossible, to avoid some degree of conflict between the operations of utility companies and the highway contractor which in turn, results in delays and restrictions to the activities of all parties. This practice has also resulted in highway contractors taking this delay factor into account when bidding on highway work. This is particularly true on complicated urban projects involving numerous utility companies and different types of facilities. It is the Department's intent to encourage a more proper treatment of this aspect and thereby reduce to the greatest degree possible, any delay to the satisfactory completion of any highway project.

On projects where it is necessary for both highway construction and utility adjustment work to be carried on simultaneously, appropriate coordination arrangements must be provided in contract bid proposals as required by FHPM Vol. 6, Chap. 4, Sec. 2, Subsec. 1, Paragraph 4 states:

- "a. The right of way clearance, utility and railroad work are to be so coordinated with the physical construction that no unnecessary delay or cost to the physical construction will occur. To accomplish this objective appropriate arrangements should be made to see that to the maximum extent practicable and economical, the right-of-way clearance, utility, and railroad work is completed before the physical construction is authorized, and that any such work is to be performed during the physical construction of the project is properly coordinated therewith.
- b. All right-of-way clearance, utility and railroad work performed separately from the contract for the physical construction of the project is to be accomplished under the provisions of FHPM Vol. 7, Chap. 4, Sec. 1, FHPM Vol. 1, Chap. 4, Sec. 3 and Vol. 6, Chap. 6, Sec. 2, Subsec. 1."

In addition, paragraph 5b. and 5k. state as a condition for project authorization that:

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"b. A Statement is received from the State, either separately or combined with the information required by paragraph 5c, that either all right-of-way clearance, utility, and railroad work has been completed or that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the physical construction schedules. Where it is determined that the completion of such work in advance of the highway construction is not feasible or practical due to economy, special operational problems and the like, there shall be appropriate notification provided in the bid proposals identifying the right-of-way clearance, utility, and railroad work which is to be underway concurrently with the highway construction.

k. Where utility facilities are to use and occupy the right-of-way, the State has demonstrated to the satisfaction of the Division Engineer that the provisions of Vol. 1, Chap. 4, Sec. 4 (PPM 30-4, paragraph 16b) have been fulfilled."

Paragraph 15b(3) of FHPM Vol. 1, Chap. 4, Sec. 4 (PPM 30-4) supports this requirement by stating:

"Suitable arrangements have been made between such owners and State for accomplishing, scheduling and completing the relocation or adjustment work, for the disposition of facilities to be removed from or abandoned within the highway right of way, and for the proper coordination of such activities with the planned highway construction. Such arrangement should be made at the earliest feasible date in advance of the planned highway construction..."

The Department is therefore required to furnish the Federal Highway Administration a listing of all utility work which is to be accomplished after the date for advertistement of the project, together with specific advice on what arrangements have been made for accomplishing, scheduling and completing the utility work, together with the necessary program or arrangements made for the proper coordination with the planned highway construction.

These requirements are to be satisfied through the return to the Department of Form 722-05 UTILITY/RAILROAD RELOCATION SCHEDULE properly completed by each utility agency at the time proposed utility relocation plans are furnished the District Utility Engineer. The District Utility Engineer is responsible for obtaining the relocation plans and schedule for each utility agency and furnishing this data to the District Design Section. The Design staff will complete the utility adjustment section of the highway project plans thereafter returning the utility's marked plans to the utility section. The utility relocation schedules are to be forwarded to the Central Office with the highway construction plan assembled by the District Design Section. The Central Office Roadway Design Section is responsible for furnishing the utility relocation schedule and related data to the Engineer of Specifications for insertion in the highway project Special Provisions.

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No.: 722-306 Effective: 1 Jan. 74 Page 1 of 4 Distribution: E

Approved:

SPECIFICATIONS

SUBJECT: Engineering - Utility

PURPOSE:

To prescribe the reference standards necessary to provide uniformity of practice in contractual procedures involving the physical construction stage of related highway and utility projects.

PROCEDURE:

1. Paragraph 15.b.(4) of Federal Highway Administration FHPM Vol. 1, Chap. 4, Sec. 4 (PPM 30-4) requires that:

"In instances where utility facilities are to use and occupy the right-of-way of a proposed Federal-Aid Project, on or before the State is authorized to proceed with the physical construction of the highway project, the State is to demonstrate to the satisfaction of the division engineer that:

the bid proposals for the highway contract include appropriate notification identifying the utility work which is to be undertaken concurrently with the highway construction, in accordance with paragraphs 5b of FHPM Vol. 6, Chap. 4, Sec. 2, Subsec. 1 (PPM 21-12)."

And FHPM Vol. 6, Chap. 4, Sec. 2, Paragraph 5.b., further stipulates that:

"Where it is determined that the completion of such work in advance of the highway construction is not feasible or practical due to economy, special operational problems and the like, there shall be appropriate notification provided in the bid proposals identifying ... utility ... work which is to be underway concurrently with the highway construction."

- 2. The Utility Relocation Schedule Form 722-05 as submitted by the utility agency will be reviewed and, if acceptable, approved by the District Utility Engineer. A copy of the approved Schedule, which covers Special Provisions to the highway contract specifications, is to be forwarded to the Roadway Design Section by the District Utility Engineer. On receipt of the Relocation Schedule from Roadway Design, the Specifications Section will prepare Special Provisions to cover the utility work with specific reference to the name of each utility agency, the Anticipated Relocation Time, the Approximate Percent Completed by Date of Preconstruction Conference and any necessary additional data not covered by the Department's Standard Specifications for Road and Bridge Construction.
- 3. The relative position of the Department's Engineer, Department's Contractor and the Utility Agency's field forces with regard to responsibilities of cooperation, coordination and preservation of property is as defined by the Department's current Standard Specifications for Road and Bridge Construction. Sections of special interest include:

7-11.1 - Preservation of Property - General

"The Contractor shall preserve from damage all property along with line of work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for

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by the plans. This applies to public and private property, public and private utilities (except as modified by the provisions of 7-11.6), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor), etc., and whenever such property is damaged due to the activities of the Contractor it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at his own expense, or he shall make good such damage or injury in an acceptable manner."

7-11.6.1 - Utilities - Arrangement for Protection or Adjustment

"At points where the Contractor's operations are adjacent to utility facilities, or other property, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, work shall not be commenced until all arrangements necessary for the protection thereof have been made. The Contractor shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

The Department will make the necessary arrangements with utility owners for removal or adjustment of utilities where such removal or adjustment is determined by the Engineer to be essential to the performance of the required construction, provided normal construction procedures are used by the Contractor. Relocations or adjustments requested only on the basis of the Contractor's proposes use of a particular method of construction or a particular type of equipment could be used without the necessity of relocating or adjusting the utility. The Engineer will determine the responsibility for any such required adjustment of utilities. Relocations or adjustments requested because of delivery to the job of materials furnished by the Contractor will be the responsibility of and at the expense of the Contractor.

Circumstances under which it will be considered essential to remove or adjust (or to otherwise protect) utilities in order to construct the project shall include, but not be limited to, the following:

- (1) Utilities lying within the vertical and horizongal construction limits, plus the reasonably required working room necessary for operation of equipment normally used for the particular type of construction; all as determined by the Engineer (and except as provided in paragraph (4), below). (In the case of overhead electrical conductors which carry more than 400 volts, a minimum of six feet clearance between the conductor and the nearest possible approach of any part of the equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Commerce.)
- (2) Utilities lying within the horizontal limits of the project and within 12 inches below the ground surface or the excavation surface on which construction equipment is to be operated, or within 12 inches below the bottom of any stabilizing course called for on the plans.
- (3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in paragraph (4) below). Such normal limits shall extend to side slopes along the angle of repose, as established by sound engineering practice, unless the sides of the excavation are required by the plans or special provisions to be supported by sheeting, or the Contractor elects to sheet such excavation for his own convenience.

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(4) Where utilities cross pipe trenches transversely within the excavation area, but not within positions from which relocation or removal is necessary, the utility owner shall be responsible for providing and effecting all reasonable measures for their support and protection during construction operations, and the Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility which is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing his work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by the Engineer, so as to cause the least impediment to the overall construction operations. The Department will not assume responsibility for utility adjustments or temporary relocation work, nor for the conditions resulting therefrom, where such adjustments are (1) not necessitated by the construction of the project, (2) done solely for the benefit or convenience of the utility owner or its contractor, or the highway contractor where his construction procedures are considered to be other than normal, or (3) not shown on the approved plans for the utilities relocation or the construction."

7-11.6.2 - Utilities - Cooperation with Utility Owners

"The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.

In the event of interruption of water or other utility services as a result of accidental breakage or as a result of their being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in the prompt restoration of service. If water service is interrupted repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority."

7-11.6.3 - Utilities - Utility Adjustments:

"Certain utility adjustments and reconstruction work may be underway during the progress of the contract. The Contractor will be required to cooperate as is necessary with the various utility construction crews in order that utility service may be maintained. Upon completion of the utilities work by others the utilities will be in their final location and the Contractor shall exercise due caution when working adjacent to such utilities. Any damage to the relocated utilities resulting from the Contractor's operations shall be repaired at his expense. The Contractor's attention is directed to the requirements of Subarticles 7-11.1 and 7-11.6.2, outlining responsibility for protection of utility facilities. When such utilities work by others is scheduled to be done, a listing of the utility authorities so involved will be shown in the special provisions."

4. In addition to any other forms of insurance or bonds required under the terms of the highway contract, when the work includes physical contact with utility poles by installation of attachments to joint-use utility poles, the Department's Contractor shall furnish evidence of insurance for the protection of utility owners of the following kinds and amounts:

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7-13.5 - Insurance for Protection of Utility Owners:

When the work under the Contract involves the installation of attachments to joint-use utility poles, the Contractor shall furnish evidence to the Department that, with respect to the operations he performs, he carries insurance for the protection of the utility owners of the following kinds and amounts: (1) Protective Public Liability Insurance providing for a limit of not less than \$500,000 for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total limit of \$1,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and (2) regular Protective Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to or destruction of property in any one occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to or destruction of property during the policy period.

7-13.6 - Submission and Approval of Policies; Termination:

At least seven days before beginning any operations in the immediate vicinity of the railroad, or any installation of attachments to joint-use utility poles the Contractor shall furnish to the Department's Engineer of Utilities, in Tallahassee two copies of each policy which he shall carry for the protection of the railroad or the utility owner; the original policies subsequently to be forwarded to the railroad company or utility owner by the District Utility Engineer.

All insurance policies to be provided by the Contractor under 7-13.4 and 7-13.5 shall be in such form and with such insurer as may be acceptable to the Department and to the railroad company or the utility owner. Insurance in behalf of a railroad company shall be in force until all work required to be performed under the terms of the contract is satisfactorily completed, as evidenced by the formal acceptance by the Department. Insurance in behalf of a utility owner shall be in force, in the full amount specified herein, until 30 days after acceptance of the attachments by the Department.

The District Utility Section is responsible for furnishing specifications with a copy of all legal agreements specifying such insurance protection for proper reference with the Highway Contract Special Provisions. Unusually critical joint pole locations often require additional considerations beyond the Standard Specifications. The Special Provisions for each transportation project should be checked for Insurance Coverage Requirements higher than normally specified. Final distribution of the Contractors acceptable insurance policy will also be made by the District Utility Engineer.

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No.: 722-501 Effective: 1 Jan. 74 Page 1 of 3 Distribution: E

Approved:

ENGINEERING CONSULTANTS

SUBJECT: Agreements - Utility

PURPOSE:

To prescribe policy and procedure regarding the engagement of consultants to perform preliminary or construction engineering services under negotiated agreements with utilities, cities or counties under agreement with the Department when State or Federal Funds are furnished for participation in the cost of engineering services.

PROCEDURE:

1. Paragraph 5b. of FHPM Vol. 1, Chap. 4, Sec. 4 (PPM 30-4)

- "b. Where a utility is not adequately staffed to prosecute the relocation, Federal funds may participate in the amounts paid to engineers, architects and others for required engineering and allied services, provided such amounts are not based on a percentage of the cost of relocation. Where reimbursement is requested by the State for the cost of such services, the utility and its consultant shall agree in writing as to the services to be provided and the fees and arrangements therefor. Federal-aid funds may participate in the cost of such services performed under existing written continuing contracts where it is demonstrated that such work is regularly performed for the utility in its own work under such contracts at reasonable costs. It is expected the State and utility will, insofar as practicable, adopt and follow the procedures set out in Vol. 6, Chap. 1, Sec. 2 and its supplements. The proposed use of such services, fees and arrangements therefor, are subject to prior approval by the Division Administrator except as provided below:
- (1) Where the proposed utility work is relatively simple, and the fees for the proposed engineering services are less than \$5,000, and the Division Administrator has previously approved a satisfactory statement of procedures the State uses Statewide for such matters.
- (a) The statement of procedures shall establish a ceiling on the fees to be covered, not to exceed \$5,000, and outline the State's practices for reviewing and approving the need for such services, the reasonableness of the fee, the adequacy of the contract document or arrangements, and the qualifications of the individual or firm. The division engineer may approve the State's statement of procedures where he is satisfied that the State's procedures follow sound business practices and are satisfactory to provide adequate control for this type of work. Reimbursement may be approved where the costs incurred are in accordance with the approved statement of the State's procedures.
- (2) Where the engineering services are performed under existing written continuing contracts for fees of \$5,000 and less, and it is demonstrated this service is regularly performed for the utility in its own work under such contracts at reasonable costs."
- 2. When the necessity to use a consultant has been established and approved by the Department and the Federal Highway Administration, the agreement with a particular consultant firm must also be approved. The complexity and magnitude of the adjustment will determine the documentation

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necessary for approval of the consultant firm and agreement. When the utility adjustment is simple and there are no feasible alternate solutions that warrant study, the engineering fee to be paid the consultant is usually relatively small and the amount of the fee may be readily compared with appropriate schedules for the type of services rendered. Under these conditions the qualifications of the consultant and adequacy of contract provisions, including the fee to be paid, will be determined by the utility and approved by the Department. Approval, under these conditions, may be given the District Utility Engineer. In no case, however, shall approval be given to fees determined on the basis of a percentage of the total actual cost of the relocation.

Where the utility adjustment is complex and alternate plans and estimates need be prepared and studied, where the magnitude of the adjustment is such as to require extensive engineering study, or where the work involved is of a highly technical nature, a copy of the contractual agreement between the utility and the consultant along with sufficient data to analyze the scope and magnitude of the adjustment must be submitted for approval by the Department and the Federal Highway Administration. This review and approval is necessary to determine the scope of the consultant's work and to insure that the engineering fee is fair and reasonable and the overall cost of the utility adjustment is most economical. It is suggested that the consultant contracts be prepared as outlined in FHPM Vol. 6, Chap. 1, Sec. 2. (Appendix 924)

The selection of an engineer should not be based upon competitive bidding procedures, but solely upon the professional qualifications necessary for the satisfactory performance of the services required, to be followed by negotiation of a mutually satisfactory fee.

The methods of computing the fees for professional services are: (1) A lump sum, (2) A cost per unit of work (or cost per mile), (3) Actual cost of the consultant plus a net fee amount, (4) Specific rates of pay for each class of employee, and for any principal of the organization, for the time the consultant directly utilized each such employee or principal on work necessary to fulfill the terms of the contract. In addition, an allowance for transportation and subsistence may be made. (FHPM Vol. 6, Chap. 1, Sec. 2, Sub-Sec. 6).

All agreements for the engineering services referred to in this section shall include a Certification of Consultant documenting the proposal as no conflict of interest. The Certificate shall be executed by the individual so engaged, or by a principal officer of the firm retained, and shall be attached as a supplement to the engineering agreement.

Caution should be exercised to insure that no consultant charges are incurred prior to the Department's approval of the utility's request to use the services of a consultant. This requirement should be brought to the utility's attention as soon as it is determined that an adjustment or relocation will be required. A letter from the utility stating why they are inadequately staffed to perform such engineering work will be sufficient documentation for approval of the "use" of a consultant. The letter should specify the extent of consultant work to be performed. (Appendix 924)

3. Difficulties have been encountered in a number of projects in obtaining approval of proposals and agreements with consultants for engineering services on utility adjustments made necessary by

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transportation projects. Guidelines to be considered in order to procure consultant services on a reimbursable basis for utility adjustments include: (Appendix 924)

- A. The Federal Highway Division Administrator's letter of March 23, 1965, agreeing to \$500 as an upper limit constituting a "minor engineering fee." (Appendix 924)
- B. Sample proposal for use when the maximum engineering fee is greater than \$500 but less than \$5,000. (Appendix 924)
- C. Sample agreement for use when the maximum engineering fee exceeds \$5,000. (Appendix 924)

It is desirable that utility agencies handle the engineering work with their own forces, but if inadequately staffed, their request for approval of consultant should contain a statement of this fact. The consultant selected should be qualified to perform the work efficiently, with reasonable dispatch, and information on his qualifications should be submitted with the utilities request. This can range in scope from a statement that the consultant has previously performed similar work satisfactorily for the utility to a formal brochure by the consultant.

Both the simple proposal and agreement must contain or have attached information in support and justify a "lump sum amount" for engineering service on utility work. A lump sum amount will be considered only if the consultant insists on this method; however, the proposal must be fully supported and justified in more detail than for agreed hourly rate method of payment. Hourly rates for principals of a consultant organization must not be shown in the proposal or agreement as this is included in the amount added for overhead and profit.

- 4. The Department of Transportation Administrative Rule Chapter 14-75 (reference sections 287.055 and 337.33, Florida Statutes) entitled "Qualification of Consultants to Perform Work for DOT" is to be complied with at all times.
- 5. Distribution of approved Consultant proposals will correspond with the distribution of the matching Utility Relocation Agreement.

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RELOCATION

SUBJECT: Agreement - Utility

PURPOSE:

To establish a uniform procedure for the prepatation, execution and submission of Utility Relocation Agreements for the adjustment and/or relocation of utility facilities.

PROCEDURE:

1. The Utility Relocation Agreement is a formal legal document providing for the work and the reimbursement of adjusting and/or relocating utility facilities between the utility company or agency and the State of Florida, acting by and through the Department of Transportation. The Utility Relocation Agreement is the document upon which Federal Aid reimbursement is predicated.

2. The Utility Relocation Agreement forms are classified as follows:

Form 722-08 - Reimbursable - (Municipal)

Form 722-09 - Nonreimbursable - (County)

Form 722-10 - Nonreimbursable - (Municipal)

Form 722-11 - Nonreimbursable - (Utility)

Form 722-12 - Reimbursable - Federal Aid Interstate - (Utility)

Form 722-13 - Reimbursable - Federal Aid - (Utility)

Form 722-14 - Reimbursable - (Utility)

Form 722-15 - Reimbursable - (Western Union)

Form 722-55 - Reimbursable - (U. S. Government)

Form 722-56 - Nonreimbursable - (U. S. Government)

Form 722-58 - Reimbursable - (Board of Regents)

Form 722-59 - Nonreimbursable - (Board of Regents)

3. Preparation of Reimbursable Agreements

- A. The District Utility Coordinator will properly assemble five (5) signature copies of the Agreement, complete with the necessary resolutions, relocation schedules, right of way certificates and related exhibits and transmit the Agreements to the utility for execution and completion of final estimate and plans.
- B. Upon return of the documents, the District Utility Coordinator will review the submission, and following his approval and relaying of required data to Roadway Design, will transmit the five (5) signature copies to the Central Office Engineer of Utilities together with Work Order authorization specifying Phase and Fund Allotment.
- C. The Engineer of Utilities will complete the final review and process the Agreement for program, fiscal and legal approval prior to execution by the Deputy Secretary for Administration.

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- D. When Federal Aid Funds are participating in the cost of utility work, the Engineer of Utilities will submit the completed documents to the Federal Highway Administration Division Administrator for Federal Authorization in all cases except where Certification Acceptance Procedures have been approved.
 - E. Distribution of the Agreements by the Engineer of Utilities will include:
 - (1) Original to the Department's Custodian of Records Agreement Inventory File.
 - (2) One (1) copy to the Comptroller, attention Utilities Auditor.
 - (3) First executed copy plus two (2) reproduced copies to the District Utility Coordinator.
 - F. Distribution of the Agreement by the District Utility Coordinator will include:
 - (1) First executed copy to the utility.
 - (2) One (1) copy to the Resident/Project Engineer.
 - (3) One (1) copy to the Utility Agreement File maintained by the District Utility Coordinator.

4. Preparation of Nonreimbursable Agreements

- A. The District Utility Coordinator will properly assemble four (4) signature copies of the Agreements, complete with the necessary resolutions and relocation schedules and transmit the Agreements to the utility for execution and completion of final plans.
- B. Upon return of the documents, the District Utility Coordinator will review the submission, and following his approval and relaying the required data to Roadway Design, will transmit four (4) signature copies to the Central Office Engineer of Utilities.
- C. The Engineer of Utilities will complete the final review and process the Agreement for legal approval prior to execution by the Director, Division of Administration.
 - D. Distribution of the Agreements by the Engineer of Utilities will include:
 - (1) Original to the Department's Custodian of Records Agreement Inventory File.
 - (2) First executed copy plus two (2) reproduced copies to the District Utility Coordinator.
 - E. Distribution of the Agreements by the District Utility Coordinator will include:
 - (1) First executed copy to the utility.
 - (2) One (1) copy to the Resident/Project Engineer.
 - (3) One (1) copy to the Utility Agreement File maintained by the District Utility Coordinator.

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Approved:

JOINT PROJECT

SUBJECT: Agreement - Utility

PURPOSE:

To establish a uniform procedure for the preparation, execution and submission of Utility Joint Project Agreements for utility installations and construction modifications by the highway contractor for utility requirements.

PROCEDURE:

- 1. The Utility Joint Project Agreement is the formal legal document providing for the reimbursement of utility work performed by the highway contractor for a utility benefit.
- 2. The Utility Joint Project Agreement forms are classified as follows:

Form 722-23A - Utility Installation by Highway Constructor - (Municipal)

Form 722-23B - Utility Installation by Highway Contractor - (Utility)

Form 722-23C - Utility Installation by Highway Contractor - (County)

Form 722-25A - Construction Modification - (Municipal)

Form 722-25B - Construction Modification - (Utility)

3. Preparation of Agreements

- A. The District Utility Coordinator will submit to the utility agency the Agreement and necessary resolutions in the same manner as Relocation Agreements.
- B. Upon return of the documents, the District Utility Coordinator will coordinate with Roadway Design prior to submission to the Central Office Engineer of Utilities. The cost of all such work at the utility owner's expense must be covered either by warrant submitted with the legal documents or an approved Bond guaranteeing payment prior to the incurring of expenses by the Department. In addition, the District Utility Coordinator has the responsibility of obtaining in accord with the agreed time schedule, all utility plans, specifications and quantity summaries that are to be made a part of the highway contract and to furnish this data in the proper form to the Design Section. Special attention is directed to the Utilities Master Pay Item Manual so as to ensure that all utility items and specifications conform to the Department's Preliminary Estimates procedures and requirements. Of special importance is the estimate summary attached as an exhibit to the joint project agreement. The exhibit estimate is to include as a minimum:
 - (1) DOT Preliminary Engineering Costs
 - (2) DOT Construction Inspection (C.E.I.) Costs
 - (3) DOT Contract Costs
 - (4) DOT Administrative and Audit Costs
- C. The Engineer of Utilities will process the Agreement and advance payment in the same manner as Relocation Agreements.
- D. The Engineer of Utilities will distribute the documents in the same manner as Relocation Agreements .

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Approved:

JOINT USE

SUBJECT: Agreement - Utility

PURPOSE:

To establish a uniform procedure for the preparation, execution and submission of Utility Joint Use Agreements for joint use and multiple facilities within State Highway rights of way.

PROCEDURE:

1. The Utility Joint Use Agreement is the formal legal document providing for the multiple facilities joint use of poles, structures, services and right of way for both transportation and utility purposes.

2. The Utility Joint Use Agreement Forms are classified as follows:

Form 722-28A - Joint Pole Use - Reimbursable - (Municipal)

Form 722-28A(S) - Joint Pole Use - Nonreimbursable - (Municipal)

Form 722-28B - Joint Pole Use - Reimbursable (Utility)

Form 722-28B(S) - Joint Pole Use - Nonreimbursable - (Utility)

3. Preparation of Agreements

- A. The District Utility Coordinator will submit to the utility agency the Agreement, complete with the necessary resolutions, relocation schedules and related exhibits in the same manner as Relocation Agreements.
- B. Upon return of the documents, the District Utility Coordinator will coordinate with Traffic Operations and Roadway Design prior to submission to the Central Office Engineer of Utilities. This is especially important for projects where the roadway and/or the traffic control facilities will be transferred to City or County jurisdiction for future maintenance.
- C. The Engineer of Utilities will process the Agreements for program, fiscal and legal approval prior to execution by the Deputy Secretary for Administration. In addition, the Engineer of Utilities will notify the Specifications Department of Protective Liability Insurance coverage requirements for inclusion within the highway contract.
- D. When Federal Aid Funds are participating in the cost of joint use construction, the Engineer of Utilities will submit the completed documents to the Federal Highway Administration Division Administrator for Federal authorization.
- E. The Engineer of Utilities will distribute the documents in the same manner as Releastion Agreements.

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SERVICE AND ENERGY

SUBJECT: Agreement - Utility

PURPOSE:

To establish a uniform procedure for the preparation, execution and submission of Utility Service and Energy Agreements necessary to provide for transportation needs.

PROCEDURE:

- 1. The Utility Service and Energy Agreement is the formal legal document providing for those utility services necessary for the operation of transportation facilities.
- 2. The Utility Service and Energy Agreement forms are classified as follows:

Form 722-26A Highway Lighting - (Municipal)

Form 722-26B - Highway Lighting - (County)

Form 722-27A - Traffic Control Signal System - (Municipal)

Form 722-27B - Traffic Control Signal System - (County)

Form 722-90 - Utility Electric Service and Energy

3. Preparation of Agreements

- A. The District Utility Coordinator will submit to the utility agency the Agreement and necessary resolutions in the same manner as Relocation Agreements.
- B. Upon return of the documents, the District Utility Coordinator will coordinate with Traffic Operations and Roadway Design prior to submission to the Central Office Engineer of Utilities.
- C. The Engineer of Utilities will process the Agreement for program, fiscal and legal approval prior to execution by the Deputy Secretary for Administration.
- D. The Engineer of Utilities will distribute the documents in the same manner as Relocation Agreements.

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Approved:

LUMP SUM

SUBJECT: Agreement - Utility

PURPOSE:

To establish a uniform procedure for the preparation, execution and submission of Utility Lump Sum Agreements for the adjustment and/or relocation of utility facilities.

PROCEDURE:

- 1. The Utility Lump Sum Agreement is the formal legal document providing for the lump sum reimbursement of adjusting and/or relocating of utility facilities. The Utility Lump Sum Agreement is the document upon which Federal Aid reimbursement is predicated.
- 2. The Utility Lump Sum Agreement forms are included as a special section within certain specified Utility Agreements classified as follows:

Form 722-08 - Reimbursable - (Municipal)

Form 722-12 Reimbursable - Federal Aid Interstate - (Utility)

Form 722-13 & 13S - Reimbursable - Federal Aid - (Utility)

Form 722-14 - Reimbursable - (Utility)

Form 722-16 - Reimbursable - Federal Aid Interstate Supplemental - (Utility)

Form 722-17 - Reimbursable - Supplemental - (Utility)

Form 722-28A · Joint Pole Use · Reimbursable · (Municipal)

Form 722-28B - Joint Pole Use - Reimbursable - (Utility)

Form 722-29 - Installation Force Account - (Utility)

Form 722-58 - Reimbursable - (Board of Regents)

3. Paragraph 7.h.(3) of FHPM Vol. 1, Chap. 4, Sec. 4 (PPM 30-4) permits reimbursement of utility adjustment or relocation costs based on an estimated lump sum amount where the estimated cost does not exceed \$10,000.00. The option to use the lump sum method rests with the utility company; however they should be familiar with the requirements for both the actual cost and lump sum method of reimbursement prior to selection. The actual cost method permits more flexibility in the preparation of the preliminary estimate, since a detailed final billing of actual cost incurred will be required and an audit of the company's records will be made. Also, the actual cost method permits partial payments to be made as the work progresses; however, only 90% of the relocation costs claimed in the final billing of the actual cost adjustment may be reimbursed prior to audit of the utility's records. Conversely, when the lump sum method of reimbursement is elected the amount of reimbursement is based on an estimated amount agreed to prior to accomplishment of the work and 100% reimbursement will be made upon receipt of the billing for the agreed amount after the work has been completed. (FHPM Vol. 1 Chap. 4 Sec. 4)

Vol. 1. Chap. 4, Sec. 4)
Since the estimate in support of a lump sum agreement will serve as full support for reimbursement, it must be realized that more exacting information is necessary in order that a clear understanding can be had as to the eligibility of all charges estimated. The information normally

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verified by a detailed final billing and field audit on actual cost work is required at the preliminary stage when reimbursement is claimed under the lump sum method. No partial payments can be made under a lump sum agreement. The table below compares the requirements of lump sum and actual cost agreements.

LUMP SUM

- . Limited to \$10,000
- 2. Detailed Estimate
- 3. No Itemization of Billing
- 4. No Partial Payments
- 5. No Audit Required
- 6. 100% Reimbursement at Billing
- 7. One Review of Plan & Estimate

ACTUAL COST

- 1. No limitation
- 2. Itemized Estimate
- 3. Detailed Itemization of Billing
- 4. Partial Payments
- 4. Audit Required
- 6. 10% Retained until Final Audit
- 7. Two Reviews of Plan & Estimates
- 4. The Agreement and supporting forms should include all of the supporting forms required for actual cost agreements such as Utility Relocation Agreement, relocation schedule, plans, estimates and right of way certification, if applicable, covering property interests being acquired. The utility should check the "Lump Sum" option in the Relocation Agreement and insert the amount claimed for reimbursement in the spaces provided on the agreement. All other appropriate information called for on the agreement should be provided including the determination in regard to the allowance or disallowance of extended service life credit.
- 5. The District Utility Coordinator will submit to the utility agency the Agreement, complete with the necessary resolutions, relocation schedules and related exhibits in the same manner as Relocation Agreements.
- 6. Upon return of the documents, the District Utility Coordinator will coordinate with Roadway Design prior to submission to the Central Office Engineer of Utilities.
- 7. The Engineer of Utilities will process the Agreement for program, fiscal and legal approval prior to execution by the Deputy Secretary for Administration.
- 8. The Engineer of Utilities will distribute the documents in the same manner as Relocation Agreements.

SUBJECT: Agreement - Utility

SUPPLEMENTAL

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Pistribution: E

Approved:

PURPOSE:

To establish a uniform procedure for the use, preparation, execution and submission of Utility Supplemental Agreements.

PROCEDURE:

1. The Utility Supplemental Agreement is the formal legal document providing documentation for contract changes in the work and reimbursement of adjusting and/or relocating utility facilities whenever the amount and type of deviation from the work detailed in the original utility agreement is significant to alter the scope of work originally proposed.

The Utility Supplemental Agreement shall be used to modify a contract as needed to insure that the project will be functionally operational in accordance with the intent of the original contract. Supplemental Agreements may be used for:

- A. Clarification of the plans and specifications of a contract.
- B. Provision for additional work, grade changes or alteration plans which could not reasonably have been contemplated or foreseen in the original plans and specifications.
 - C. Adjustment of the agreed to rate of participation of costs.
- 2. The Utility Supplemental Agreement forms are classified as follows:

Form 722-13(S) - Reimbursable - Federal Aid Supplemental - (Utility)

Form 722-16 - Reimbursable - Federal Aid Interstate Supplemental - (Utility)

Form 722-17 - Reimbursable - Supplemental - (Utility)

3. Preparation of Supplemental Agreements

- A. The District Utility Coordinator will submit to the utility agency the Supplemental Agreement, complete with resolutions, relocation schedules and related exhibits in the same manner as Relocation Agreements.
- B. Upon return of the document, the District Utility Coordinator will coordinate with Roadway Design and Construction prior to submission to the Central Office Engineer of Utilities.
- C. The Engineer of Utilities will process the Supplemental Agreement for program, fiscal and legal approval prior to execution by the Deputy Secretary for Administration.
- D. The Engineer of Utilities will distribute the documents in the same manner as Relocation Agreements.

SUBJECT: Agreement - Utility

CHANGE ORDER

PROCEDURES

No.: 722-508 Effective: 1 Jan. 74 Page 1 of 1
Distribution: E

Approved:

PURPOSE:

To establish a uniform procedure for the use, preparation and authorization of Utility Change Orders.

PROCEDURE:

- 1. The Utility Change Order is the formal document of authorization issued by the Department and accepted by the utility agency covering changes in the plans, specifications or quantities of work within the scope of the utility agreement and when a Supplemental Utility Agreement is not required. Utility Change Orders can be issued for both Individual Project Utility Agreements and Master Project Utility Agreements.
- 2. The Utility Change Order forms are classified as follows:

Form 722-04 - Utility/Railroad Change Order

3. Preparation of Utility Change Orders

- A. The District Utility Coordinator will submit to the utility agency the relocation schedules and related exhibits for completion of final plans in the same manner as Relocation Agreements.
- B. Upon return of the documents, the District Utility Coordinator will prepare and sign the Utility Change Order Form and coordinate with Roadway Design prior to approval and distribution by the District Utility Coordinator. Change Orders authorizing reimbursement to any agency will be forwarded to the Central Office Engineer of Utilities for fiscal approval.
- C. The Central Office Engineer of Utilities will complete the final review and process the Utility Change Order for program and fiscal approval and/or FHWA authorization.
- D. The Engineer of Utilities will distribute the documents in the same manner as Relocation Agreements.

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PERMITS

SUBJECT: Agreement - Utility

Effective:
Approved:

PURPOSE:

To establish a uniform procedure for the preparation, processing and issuance of Utility Permits.

PROCEDURE:

- 1. Florida Statute 338.17 states in part:
 - '330.17 Use of right of way for utilities subject to regulation; permit ---
- (1) The Division of Road Operations, commissioners, and authorities of municipalities or special districts hereinafter referred to as the authority having jurisdiction and control of public roads are authorized to prescribe and enforce reasonable regulations with reference to the placing and maintaining along, across, or on any road under their respective jurisdictions any electric transmission, telephone or telegraph lines, pole lines, poles, railways, ditches, sewers, water, heat, or gas mains, pipe lines, fences, gasoline tanks and pumps, or other structures hereinafter referred to as the utility.
- (2) The authority may grant to any person, who is a resident of this state, or to any corporation organized under the laws of this state, or licensed to do business within this state, the use of right of way for the utility in accordance with such regulations as the authority may adopt. No utility shall be installed, located, or relocated unless authorized by a written permit issued by the authority. Such permit shall be required when inspection or repair of the utility interferes with the normal flow of traffic"

Chapter 14-46 of the Administrative Rules states in Section 14-46.01(3):

(3) PERMITS TO BE ISSUED - Permits for the construction, operation, and maintenance of utilities upon the right-of-way of any road on a state maintained system will be issued in conformity with the Department's Utility Accommodation Guide."

A Permit must be approved by the Department before any utility is installed on the right of way, whether it is for aerial or underground installations.

2. UTILITY PERMIT

A. Utility Permit: A permit must be approved by the Department before any utility is installed on the right of way, whether it is for aerial or underground installations, except as noted in this guide. Permit Form 592-03 may be obtained by the applicant from the local Maintenance Engineer's Office or the District Maintenance Engineer. (Exhibit C)

B. Application:

(1) A sketch, not necessarily to scale, shall accompany each copy of the application reflecting a plan view of the proposed utility installation. This should be a strip drawing not to exceed 8½" x 36", folded to a size not to exceed 8½" x 14". It shall show the off-set from the centerline to

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the proposed utility installation, the road right of way and pavement width, distance from edge of pavement to utility, limited access line, and the roadway section and mile post numbers or the job and station numbers. The drawing must show information such as materials to be used, pipe or conduit size with wall thickness, use of line (power with voltage, gas with maximum allowable operating pressure, etc.) and other pertinent details. One or more typical cross sections as required to adequately reflect the location of the utility shall be shown. All involved utilities must be shown. However, if only aerial facilities requiring no additional poles are involved, then only aerial facilities need be shown on the permit drawing. If overhead or underground facilities involve only one side of the right of way, then only involved utilities on that side of the right of way need to be shown on the permit drawing. In all cases, the applicant shall list all right of way users on the permit form and notify each of them by copy of the permit drawing whether involved or not. The minimum vertical clearance above or below the pavement shall be shown. Additional information such as the location to the nearest town, major road intersection, bridges, railroad crossings and other physical features shall be indicated on the sketch. It is desirable that a simple key map showing the location of this proposed facility be included either on the sketch itself, or as a separate key map sketch to assist all concerned with the general location of the installation.

- (2) When the applicant is a corporation or a public body, then the permit must have a corporate seal and be attested to by the corporation secretary or by the empowered public official, unless a waiver of corporate seal and attestation by the secretary or by the empowered public official is on file in the Tallahassee Office as so noted on the permit.
- (3) When the applicant is the owner of the utility, which is not a corporation, then his signature must be witnessed by two persons whose signatures must likewise be on the permit. The names of all persons signing the permit application must be typed directly below their signature.
 - (4) A copy of the permit must be on the job site at all times.

C. Processing:

- (1) The applicant will submit four (4) copies of the permit to the Maintenance Engineer in the area in which the work is to be performed, except in the case of installations on construction projects where permits will be submitted directly to the District Utility Engineer unless otherwise directed by the District Engineer.
- (2) The District Maintenance Engineer will not give final approval to a permit for a period of seven (7) days, awaiting possible objection to construction. For purposes of expediting the handling of a permit application, this seven (7) day period may be shortened by including with the permit application, signed letters of concurrence from the affected right of way users.
- (3) Following field review and approval, the local Maintenance Engineer forwards the application to the District Office. One approved copy will be returned to the applicant, one to the Central Office, one to the Maintenance Engineer and one copy retained for the District file.
- (4) Where roadway construction is proposed or in progress, the District Utility Engineer will review the permit and indicate his approval based on conformance with the Utility Accommodation Guide and the roadway construction requirements. The District Utility Engineer will notify the applicant of any future proposed construction and resolve those conflicts where possible
- (5) All permit applications involving scenic enhancement areas, attachments to structures, deviations or exceptions to criteria established in these accommodation standards, will be forwarded to the Central Office prior to approval.

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(6) Where a permit involves the attachment of a line carrying hazardous transmittants to a structure, the application will be referred to the Director of Road Operations for his approval by the State Maintenance Engineer.

(7) The applicant shall notify, in writing, all other right of way users including counties, municipalities and railroads in the right of way at the location of the proposed installation stating his intentions to determine possible objections should the proposed installation affect them. Any objections voiced to the applicant's proposed construction or other right of way users or involved counties, municipalities and railroads must be forwarded to both the applicant and to the applicable District Office within seven (7) days of the applicant's notification letter. Such objections must be specifically defined.

3. REQUIREMENTS FOR PERMITS

A. Installations Requiring Permits:

- (1) A permit is required for all underground installations and all overhead lines and crossings except certain service connections as covered in 3.B.
- (2) Permits are required for all lines crossing the right of way including those originating from poles outside the right of way. This applies to all crossings including service drops and head or span guys except as covered in 3.B.
- (3) Permits are required for all service drops or span guys (a) when it is necessary to place a pole on the right of way on the opposite side of the road where there is not an existing pole line; (b) when it is necessary to place a pole adjacent to a buried cable where the existing permit does not include a pole line; (c) when it is necessary to place a pole beyond the limits of an existing approved pole line.
- (4) Permits are required for all above-ground facilities placed in connection with underground installations when not included in the original permit. This includes marker poles and riser poles, including pole mounted telephone closures for test or splice purposes. These poles and closures should be located in accordance with applicable criteria in Exhibit D.
- (5) Permits are required when installing a complete street or highway lighting system including installation of existing poles where existing poles are there by virtue of permit.
- (6) A permit is required for the installation of a private or area light on an existing pole within the right of way where the light pattern, which will conform to Highway Lighting Standards, is to be directed toward the pavement.
- (7) If a new pole is to be set to accommodate a private or area light, a permit must be obtained regardless of the direction of the light pattern.
- (8) Where existing facilities are to be permanently relocated to another location within the right of way, whether caused by a betterment program of the right of way user, or by the Department of Transportation construction, a permit is required to show the new position of the facility involved.

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(9) Improvements or betterment requiring a physical change of existing facilities will require a permit. This does not include routine maintenance or minor segments of an existing utility installation. This provision will allow changes in communications cables, transformer capacity, wire size of secondary circuits and primary circuits, where less than one (1) mile in length is involved, or other similar changes where there is not change in the basic structure. However, a permit will be required for any alteration or addition to the utility installation (other than routine service drops or span guys) which will cross a highway either overhead or underground. Normally, such alterations or additions will not be a basis for requiring relocation of the existing facility.

B. Installations Not Requiring Permits:

- (1) A new pole to be placed within an existing permitted pole line.
- (2) Service drops or span guys emanating from and/or attached to poles properly covered by an existing permit.
- (3) An underground service connection provided that it does not cross the roadway, and trenching is at right angle to the roadway. However, notice will be given to the affected Maintenance Engineer prior to construction in all instances.
- (4) Temporary relocation as directed by the DOT Resident Engineer during highway construction projects. This will also include new locations as needed for temporary utility service for highway construction projects.

722-510 Effective: 1 Jan. 74

Page 1 Distribution: E

TERMINATION

SUBJECT: Agreements - Utility

PURPOSE:

To establish a uniform procedure for the preparation and submission of Utility Termination Agreements.

PROCEDURE:

- The Utility Termination Agreement is the formal legal document providing for the cancellation and termination of a previously executed legal document and providing for the release and discharge of responsibilities and claims thereunder.
- 2. The Utility Termination Agreement form is classified as follows:

Form 722-52 - Termination Agreement - Utility/Railroad

- Preparation of Termination Agreements
- The District Utility Coordinator will submit to the utility agency the Termination Agreement in the same manner as Relocation Agreements.
- Upon return of the documents, the District Utility Coordinator will transmit the signature copies to the Central Office Engineer of Utilities. If a release of allotment is involved, the transmittal will also include the Work Order authorization specifying Phase and Fund Contribution and prepared for a negative increase to cancel funds previously programmed.
- The Engineer of Utilities will process the Agreement for program, fiscal and legal approval prior to execution by the Deputy Secretary for Administration.
- D. The Engineer of Utilities will distribute the documents in the same manner as Relocation Agreements.

State of Florida Department of Transportation

No.: 722-511 Effective: 1 Jan. 74 Page 1 of 1 Distribution: E

Approved:

MASTER RELOCATION

Agreements - Utility

PURPOSE:

SUBJECT:

To establish a uniform procedure for the preparation, execution and submission of Utility Relocation Master Agreements, for the adjustment and/or relocation of utility facilities.

PROCEDURE:

- 1. The Utility Relocation Master Agreement is the formal legal document providing for the general terms and conditions covering the work and reimbursement of adjusting and/or relocating utility facilities. The Master Agreement must be activated by special authorization for application to a specific relocation project.
- 2. The Utility Relocation Master Agreement forms are classified as follows:

Form 722-78 - Nonreimbursable Joint Pole Use (Utility)

Form 722-79 - Reimbursable Joint Pole Use (Utility)

Form 722-80 - Nonreimbursable Relocation (Utility)

Form 722-81 - Reimbursable (Utility)

Form 722-82 - Joint Project Traffic Control Signal

Form 722-83 - Nonreimbursable Relocation (Municipal)

Form 722 84 Reimbureable Relocation (Municipal)

Form 722-85 - Joint Project Highway Lighting

Form 722-86 - Joint Project Construction Modification (Utility)

Form 722-87 - Joint Project Construction Modification (Municipal)

3. Preparation of Utility Relocation Master Agreements

- A. The District Utility Coordinator will properly assemble four (4) signature copies of the agreements, complete with necessary resolutions, and transmit to the utility agency for execution.
- B. Upon return of the documents, the District Utility Coordinator will transmit the signature copies to the Central Office Engineer of Utilities.
- C. The Engineer of Utilities will process the agreements for legal approval prior to execution by the Deputy Secretary for Administration.
- D. The Engineer of Utilities will distribute the documents in the same manner as Relocation Agreements.

State of Florida Department of Transportation

No.: 722-512 Effective: 1 Jan. 74 Page 1 of 1 Distribution: E

Approved:

THIRD PARTY CONTRACTS

PURPOSE:

SUBJECT: Agreement - Utility

To prescribe the policy applicable to the overall administration of Third Party Agreements except those wherein the cost and fee are established by competitive bidding. A Third Party relocationship exists whenever there is Federal participation in an agreement between the Department and another party such as a utility agency.

- 1. The Department shall establish procedures for the selection, of Third Party agencies which are consistent with the FAPM Vol. 1, Chap. 7, Sec. 2 requirements applicable to the program area involved. Further, before a Third Party Contract is awarded, the Department shall determine and document in its files that:
- A. The selected Third Party is qualified professionally and is financially capable to perform the services required.
- B. The Third Party will have properly trained and experienced personnel available to perform the services within the time prescribed.
- C. The Third Party has been appraised of all applicable technical work requirements and administrative controls including those of Federal Highway Administration.
- D. The Third Party Contract proposal has been subjected to technical and audit elevations, as appropriate, and the results of these evaluations were considered in the contract negotiations.
- 2. The prospective utility agency's agreement cost or price proposal shall contain a breakdown of the estimate for performing the work to include the costs of material, direct salary, payroll additives, other direct costs, indirect costs and profit. As a minimum, the Department shall subject each cost proposal which exceeds \$50,000 to an audit evaluation which will provide the basic data needed to determine the propriety of the proposed amounts.
- 3. On utility agreements involving Contracts not to be awarded on a firm fixed price basis and where the proposal or estimate of total costs and fee exceeds \$50,000 as a minimum the Department shall have audit assurance as to the adequacy of the prospective system to segregate and accumulate reasonable, allocable and allowable costs for the proposed Contract.
- 4. The Department shall establish procedures for effectively monitoring agreements in progess including technical and audit evaluations as may be necessary.
- 5. Procedures shall be established for determining and documenting adequate agreement performance and the propriety of Contract claims prior to final settlement of all Contracts. These procedures shall provide for any necessary technical evaluations of work performed and final audits where necessary to determine total allowable Contract costs under Contracts and agreements which are not firm fixed price.
- 6. The District Utility Engineer shall be responsible for the administration of Third Party Contracts.

State of Florida Department of Transportation

No.: 722-513 Effective: 1 Jan. 74 Page 1 of 1 Distribution: E

Approved:

PURPOSE:

SUBJECT:

Agreements - Utility

NEGOTIATED CONTRACTS

To establish a uniform procedure for Negotiated Contracts by the utility agency.

- 1. Where the utility proposes to contract relatively minor work without first advertising, soliciting bids from prequalified contractors, or under an existing continuing contract, such minor work shall adhere to the provisions of Paragraph 6.e. of FHPM Vol. 1, Chap. 4, Sec. 4 (PPM 30-4).
- 2. Any changes or alteration to the terms of any contract when Federal Aid participation and State reimbursement are involved must and shall be authorized by the State Utility Engineer and the Division Administrator of the Federal Highway Administration.
- 3. Copies of all correspondence and documents in connection with any type of negotiated change shall be immediately transmitted to the Central Office Engineer of Utilities.

State of Florida Department of Transportation

No.: 722-514 Effective: 1 Jan. 74 Page 1 of 1 Distribution: E

Approved:

SUBJECT: Agreements - Utility

CONTRACT ADVERTISING AND AWARD BY UTILITIES

PURPOSE:

To establish a uniform procedure for contract advertising and award by the utility agency for work and/or materials to accomplish the adjustment and/or relocation of utility facilities.

- 1. The utility may request in writing authorization to contract the work of adjustment and/or relocation where it is demonstrated that the letting of a contract by the utility is necessary because the utility is not adequately staffed or equiped to perform the work with its own forces.
- 2. The utility's contracts shall conform with the provisions of Paragraph 6 of FHPM Vol. 1, Chap. 4, Sec. 4 (PPM 30-4).
- 3. The utility agency shall furnish the District Utility Coordinator the following information, in TRIPLICATE:
 - A. Copies of all advertisements for bids
 - B. List of contractors solicited
 - C. Names of all bidders and amount of bids
 - D. Name of successful bidder
 - E. Contract document as awarded
- 4. Where the utility agency proposes to perform the work of adjustment and/or relocation under the provisions of an existing written continuing contract, the utility shall furnish the District Utility Coordinator with two (2) copies of the contract.
- 5. Any variations proposed by the utility beyond the terms and provisions of PPM 30-4 shall be transmitted by the District Utility Coordinator to the Engineer of Utilities.
- 6. If Federal Aid participating, the State Utility Engineer will submit the utility's proposal to the Federal Highway Administrations Division Administrator for his consideration and will advise the District Utility Engineer of the Federal Highway Administration Division Administrator's authorization.
- 7. The District Utility Coordinator will notify the utility of the Department's and/or Federal Highway Administrator's authorization to proceed with the Utility Contract.

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State of Florida Department of Transportation

722-515 Effective: 1 Jan. 74 Page 1 of Distribution: E

Agreements - Utility

UTILITY INSTALLATIONS SERVING A HIGHWAY PURPOSE Approved:

PURPOSE:

SUBJECT:

To establish a uniform procedure for the use, preparation, execution and submission of Utility Agreements involving the installation of facilities to serve a highway purpose where under established practice in a locality, the ownership of such facilities is to remain with a privately owned public utility agency rather than the State or a political subdivision.

PROCEDURE:

- The Utility Installation Force Account Agreement is the formal legal document providing for the reimbursement of utility work performed to serve a highway purpose.
- 2. The Utility Installation Force Account Agreement form is classified as follows:

Form 722-29 - Installation Force Account - (Utility)

- 3. Preparation of Utility Installation Force Account Agreement
- A. The installation of new facilities to serve a highway purpose, such as highway lighting systems, as distinguished from the relocation or adjustment of existing facilities, are normally undertaken by competitive bidding. However, it may be found in the public interest for the Department to undertake a utility installation project by force account when a situation exists in which the rights or responsibilities of the community at large are so affected as to require some special course of action, including situations where there is a lack of bids or the bids received are unreasonable. The cost, by force account, in all cases must be reasonable.
- When a determination is made by the Department to proceed on the basis of force account work, the Engineer of Utilities shall submit, if Foderal funds are involved a written request to the Division Administrator of the Federal Highway Administration identifying and describing the project and the kinds of work to be performed, the estimated costs thereof, the estimated funds to be provided, and setting forth the reason or reasons that force account for such project is considered to be in the public interest.
- The Division Administrator Federal Highway Administration will be guided by the provisions of FHPM Vol. 6, Chap. 4, Sec. 1 (14) in promptly notifying the Department in writing of his determination that under the circumstances relating to the proejet, force account is or is not found to be in the public interest.
- D. Upon notice from the Engineer of Utilities that authorization has been received to proceed on a force account basis, the District Utility Coordinator will submit to the utility agency the Agreement, relocation schedules and related exhibits in the same manner as Relocation Agreements.
- Upon return of the documents, the District Utility Coordinator will coordinate with Roadway Design and Traffic Operations prior to submission to the Central Office Engineer of Utilities.
- The Engineer of Utilities will process the Agreement for program, fiscal and legal approval prior to execution by the Deputy Secretary for Administration.

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G. When Federal funds are participating in the cost of the utility installation, the Engineer of Utilities will submit the completed documents to the Federal Highway Administration Division Administrator for Federal authorization.

H. The Engineer of Utilities will distribute the documents in the same manner as Relocation Agreements.

PROCEDURES State of Florida Department of Transportation

SUBJECT: Agreements - Utility

FORM INDEX

Page 1 of 2 Distribution: E No.: 722-516 Effective. 1 Jan. 74 MAH

PURPOSE:

To establish a listing of Utility Agreement documents and supporting forms to be used by the Department in providing for the work and reimbursement of Utility Facility installation, adjustment and/or relocation.

PROCEDURE:

Utility Agreement forms are classified as follows:

| Form | $\underline{	ext{Type}}$ |
|---|---|
| 722-01 | Central Office Transmittal - Utility/Railroad |
| 722-01 | Railroad and Utility Diary - Daily Entry |
| 722-02 | Major Materials Report - Reimbursable Utilities and Railroad Projects |
| 722-04 | Utility/Railroad Change Order |
| 722-05 | Utility/Railroad Relocation Schedule |
| 722-06 | Utility/Railroad Estimate Summary |
| 722.07 | Required Assurances for Utility Relocation Contracts - Compliance with Titles 2 and 3 |
| , | of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 |
| 722-08 | Utility Relocation Agreement - Reimbursable (Municipal) |
| 722-09 | Utility Relocation Agreement - At County Expense |
| 7 22 -10 | Utility Relocation Agreement - At Municipal Expense |
| 722-11 | Utility Relocation Agreement - At Utility Expense |
| 722-12 | Utility Relocation Agreement - Federal Aid Interstate Projects |
| 722-13 | Utility Relocation Agreement - Federal Aid Projects |
| 722-13(S) | Utility Relocation Agreement - Federal Aid Projects - Supplemental Agreement No. |
| 722-14 | Utility Relocation Agreement - Reimbursable (Utility) |
| 722 -15 | Utility Relocation Agreement - Western Union |
| 722-16 | Utility Relocation Agreement - Federal Aid Interstate Projects-Supplemental Agreement |
| | No. |
| 722-17 | Utility Relocation Agreement - Reimbursable (Utility) Supplemental Agreement No. |
| 722-18 | Required Contract Provisions for Federal Aid Contracts - Compliance with Title VI of |
| 722-19 | the Civil Rights Act of 1964-Utility Relocation Contracts (Appendix A of Assurances) Required Contract Provisions for Federal Aid Contracts - Compliance with Title VI of |
| 122-19 | the Civil Rights Act of 1964-Engineering Contracts (Appendix A of Assurances) |
| 722-20 | (Unassigned) |
| 722-21 | Interstate Utility Reimbursement Application |
| 722-22 | Final Negotiation Procedure - Utility Relocation Agreement |
| 722-23A | Joint Project Agreement - Utility Installation by Highway Contractor (Municipal) |
| 722-23A(Bond) Supplement Page 3 of 4 for BOND Projects on 23A | |
| 722-23B | Joint Project Agreement - Utility Installation by Highway Contractor (Private Utility) |
| 722-23C | Joint Project Agreement - Utility Installation by Highway Contractor (County) |
| 722-23C(Bond) Supplement Page 3 of 4 for BOND Projects on 23C | |
| 722-24 | Utility Installation by Highway Contractor - Municipal Financial Guaranty Bond |
| 722-248 | Utility Installation by Highway Contractor - County Financial Guaranty Bond |
| 722-25A | Joint Project Agreement - Construction Modification (Municipal) |
| 722-25A(B | ond) Supplemental Page 2 of 3 for BOND Projects on 25A |
| 722-25B | Joint Project Agreement - Construction Modification (Private Utility) |
| 722-26A | Joint Project Agreement - Highway Lighting (Municipal) |
| 722-26B | Joint Project Agreement - Highway Lighting (County) |
| 722-27A 722-27B | Joint Project Agreement - Traffic Control Signal System (Municipal) Joint Project Agreement - Traffic Control Signal System (County) |
| 124-410 | Joune 110 Jeet Agreement - 1181116 Control Signal System (County) |

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| Form | Type |
|-------------------|---|
| 722-28A | Joint Project Agreement - Joint Pole Use (Municipal) |
| 722-28A(S) | Joint Project Agreement - Joint Pole Use (At Municipal Expense) |
| 722-28B | Joint Project Agreement - Joint Pole Use (Private Utility) |
| 722-28B(S) | Joint Project Agreement - Joint Pole Use (At Utility Expense) |
| 722-29 | Joint Project Agreement - Construction Force Account (Private Utility) |
| 722-55 | Utility Relocation Agreement - U. S. Government (Reimbursable) |
| 722-56 | Utility Relocation Agreement - U. S. Government (Nonreimbursable) |
| 722-58 | Utility Relocation Agreement - Board of Regents (Reimbursable) |
| 722-59 | Utility Relocation Agreement - Board of Regents (Nonreimbursable) |
| 722-60 | City Resolution - Utility Indemnification Agreement |
| 722-61 | City Resolution - Utility Installations |
| 722-62 | City Resolution - Construction Modification |
| 722-63A | City Resolution - Highway Lighting Agreement |
| 722-63B | County Resolution - Highway Lighting Agreement |
| 722-64A | City Resolution - Traffic Control Signal System Agreement |
| 722-64B | County Resolution - Traffic Control Signal System Agreement |
| 722-65A | City Resolution - Joint Pole Use Agreement |
| 722-66 | County Resolution - Utility Installations |
| 722-67 | County Resolution - Utility Relocation Agreement |
| 722-68 | County Resolution - Utility Indemnification Agreement |
| 722-69A | City Resolution - Utility Relocation Master Agreement (At Municipal Expense) |
| 722-69B 722-76 | City Resolution - Utility Relocation Master Agreement (Reimbursable) |
| 722-78 | Utility/Railroad Billing Summary |
| 722-79 | Joint Project Master Agreement - Joint Pole Use (At Utility Expense) |
| 722-80 | Joint Project Master Agreement - Joint Pole Use (Reimbursable) |
| 722-81 | Utility Relocation Master Agreement (At Utility Expense) |
| 722-82 | Utility Relocation Master Agreement - Reimbursable (Private Utility) |
| 722- 83 | Joint Project Master Agreement - Traffic Control Signal Systems |
| 7 22 -84 | Utility Relocation Master Agreement (At Municipal Expense) |
| 722-85 | Utility Relocation Master Agreement - Reimbursable (Municipal) |
| 722-86 | Joint Project Master Agreement - Highway Lighting Systems Loint Project Meeter Agreement - Construction Medicinetics (Prince Medicinet |
| 722-87 | Joint Project Master Agreement - Construction Modification (Private Utility) |
| 722-90 | Joint Project Master Agreement - Construction Modification (Municipal) |
| 722-90 | Utility Electric Service and Energy Agreement Traffic Control and Communications Systems I aread Lines Control |
| · ~~~ 71 | Traffic Control and Communications Systems - Leased Lines - County |

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No.: 722-701 Effective: 1 Jan. 1980 Page 1 of 1 Distribution.

Approved:

SCOPE AND NEED

installation and inspection;

PURPOSE:

SUBJECT:

To formulate a uniform policy defining the Scope of and Need for inspection of railroad and utility installations, adjustments, relocations and/or removals within and/or from State Maintained Highway System.

- I. Assure that the work is commenced and advanced to completion in accordance with the agreed schedules.
- 2. Assure that the work is performed efficiently with no unnecessary costs being incurred, and that all materials that can be economically salvaged, are so salvaged.
- 3. Assure that the work is completed in accordance with the approved plans and specifications and in such manner that the end product will be satisfactory from the standpoint of highway purposes.
- 4. Insure that the facility was adjusted and/or relocated in accordance with the provisions of Rule 014-46.01, and .02, Florida Administrative Code, the Utility Accommodation Guide, the Department's Standard Specifications for Road and Bridge Construction and any supplements thereto or revisions thereof.
- 5. Insure that the construction was performed efficiently and meets the basic code requirements of the Railroad and Utility Standards and Governmental Codes set forth in Sections 722-301 and 722-401.
- 6. Support and verify any and all items of work (Construction Engineering, Labor, Materials, Equipment, Contract Work, Salvage, etc.) and other pertinent data in the Billing submitted by the Railroad or Utility Company so as to conform to the requirements set forth in Department Procedure No. 132-046, "Reimbursement for Utility and Railroad Relocation", dated October 1, 1973, and any supplements or revisions thereof.
- 7. Support and verify any items of inspection required for the preparation of Billing by the Department's Comptroller when required for utility work performed by the Department at the cost of the utility agency.

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No.: 722-702 Page I of I

Effective: 1 Jan. 1980

Distribution: E

Approved:

PERSONNEL

SUBJECT: Installation and Inspection;

PURPOSE:

To formulate a uniform policy for the selection of Utilities Inspection personnel.

- 1. The District Engineer shall cause the necessary qualified personnel to be assigned to the District Construction Section to provide adequate inspection, for reporting of construction activities and related items associated with a railroad or utility facility installation, adjustment and/or relocation within the State Maintained Highway system.
- The District Construction Engineer will be responsible and accountable to the District Engineer for the assignment of a Utility Inspector for the inspection of all phases of a railroad or utility facility adjustment performed under the terms and provisions of a Railroad/Utility Agreement.
- Utilities Inspectors will be under the direct supervision of and accountable to the District Construction Engineer unless otherwise assigned by the District Engineer.
- The District Engineer may require that the District Maintenance Engineer assign Utilities Inspectors to inspect the construction of a facility being installed under the terms and provisions of a Utility Permit.

State of Florida Department of Transportation

No.: 722-703 Effective: 1 Jan. 80

Approved:

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DUTIES AND REPORTS

Installation and Inspection;

PURPOSE:

SUBJECT:

To formulate a uniform policy defining the duties and responsibilities of the District Utilities Inspection personnel.

- 1. Upon receipt of the approved Railroad/Utility Agreement and prior to reporting to the project site, the Utilities Inspector will:
- A. Make a detailed study of the Highway/Utility adjustment and/or relocation and note any areas that may require further investigation.
- B. Familiarize himself with the terms and provisions of the Railroad/Utility Agreement and other pertinent documents needed for the execution of the assignment.
- 2. Prior to the commencement of the physical adjustment and/or relocation, the Utilities Inspector will, if practical, make an on-site inspection with the Project Engineer, if assigned, and a representative from the utility to determine if any conflicts exist between the highway project as staked and the utility facilities as shown on the relocation plans of the Utility Agreement.
- 3. The Utilities Inspector shall attend the Project Preconstruction Conference and, with the Project Engineer, will coordinate the work schedules of the utilities that have not completed their adjustments and/or relocations with the work schedule of the highway Contractor. Form 521-16, Notice of Reimbursable Utility Construction Work(Beginning) is submitted for each utility or railroad agency at the commencement of any force account job. (Appendix 917 & 964)
- 4. The Utilities Inspector will prepare a separate Daily Report of force account work (Railroad and Utility Diary Daily Entry), Form 722-02, for each utility and/or contractor performing utility adjustments and/or relocations on the project. (Appendix 917 & 964)
- 5. The Utilities Inspector will inspect all materials removed from the project with a representative of the owning utility and record the disposition of the materials to determine the credit due the Department as specified by the Major Materials Report, Form 722-03. (Appendix 917 & 964)
- 6. The Utilities Inspector shall inspect the materials used in installation, adjustment and/or relocation of utility facilities relative to quantity and record the results for the project file.
- 7. The Utilities Inspector will take or supervise the taking of final field measurements after the

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installation, adjustment and/or relocation is completed and record the results in the project file for later substantuation of the Utility invoice.

- 8. The Utilities Inspector will observe the determination that the property density and compaction is obtained when underground facilities are installed within the roadway section in accordance with Department of Transportation Standard Specifications for Road and Bridge Construction.
- 9. The Utilities Inspector will maintain a Progress Status Report for each utility adjustment and/or relocation of the project which will show the status of each utility adjustment and the percentage of completion on a monthly basis.
- 10. When any unforeseen problems and conflicts arise during construction, such as underground facilities not shown on utility and/or construction plans, the Utilities Inspector will have the facility exposed, elevations taken and a sketch made of the area of conflict.

The Utilities Inspector and the District Utility Coordinator will confer with the utility or utilities involved (and the Project Engineer and the Highway Contractor if the highway construction is under way at the time of the utility adjustment and/or relocation) to endeavor to resolve the problem so as to produce a satisfactory arrangement of the facilities. When Federal Aid Participation is involved, arrangements therefor can, and should, be made promptly by the Department and may be confirmed by telephone with the Division Administrator, Federal Highway Administration. Where necessary to prevent undue delay or interference with the highway construction, the Division Administrator, Federal Highway Administration, may establish a date of eligibility for such work and authorize the Department to proceed subject to his subsequent review and approval of a satisfactory Department-Utility Agreement therefor. Any oral arrangements so made shall be confirmed in writing to the Department by the Division Administrator, Federal Highway Administration.

In the event no solution is reached, the Central Office Engineer of Utilities is to be immediately advised concerning the problem.

- 11. The Utilities Inspector shall maintain a close degree of liaison with the utility's field personnel and will coordinate the relocation of the various utility facilities with each other's operations and with the Highway Contractor's operations.
- 12. The Utilities Inspector should maintain a Daily Diary detailing the progress of the project, events relating to the execution of the work, dates of inspection by the Federal Highway Administration personnel and other pertinent information.
- 13. Form 521-16, Notice of Reimbursable Utility Construction Work (Completion) is submitted for each utility or railroad agency at completion of any force account job. When the work accomplished involves installation of a Railroad Crossing Traffic Control Device, the following information must be included in the "remarks" section of the form. (Appendix 917 & 964)

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- A. Date of operational check
- B. Railroad, Department and Federal Highway Administration personnel present during final inspection.
 - C. Results of operational check.
- D. Evaluation of pavement markings and advance warning signs (Index 17881 and Index 17882) on approach roadways. Violation of any requirements specified by the Manual on Uniform Traffic Control Devices must be noted on the report.
- 14. The Utilities Inspector shall review all partial and final billings submitted by the utility via the District Utility Engineer and verify that the work performed, the equipment used and the materials installed, retired, salvaged and/or scrapped is correct for the billing period indicated, and authorized for payment by a legally executed agreement between the Department and the railroad/utility.

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No.: 722-704 Effective: 1 Jan. 74 Page 1 of 4 Distribution: E

Approved:

FIELD COORDINATION

SUBJECT: Installation and Inspection;

PURPOSE:

To establish a uniform procedure for Field Coordination activities to be used by Department Inspectors in supervising Utility and/or Railroad Installation and Relocation Work.

PROCEDURE:

1. General Supervision

A. As soon as possible after award of the contract for a construction project, the Project Engineer should hold a preconstruction conference with the contractor and all involved utilities and railroads represented. Article 8-3.5 of the Department's Standard Specifications states:

"Preconstruction Conference: Immediately after the Contract has been awarded, the Engineer will call a preconstruction conference to be held before any work is begun at a place designated by him, to go over the construction aspects of the project. The meeting will be between the Contractor, the Department, and the various utility companies which will be involved by the road construction. The Contractor shall have on hand for this meeting, a tentative working schedule for the project, in detail, showing his proposed operations for the various items of work which would affect or be affected by utility or railroad adjustments. The various utility or railroad companies will then establish their own working schedule under the direction of the Engineer so as to coincide to the greatest degree practical with the schedule of the Contractor so that all work under the Contract may be diligently prosecuted. No work under the Contract shall be commenced until after the notice to proceed has been issued by the Engineer."

The coordination of all utility and railroad work with the Contractor's operations should be agreed to at this conference. A definite determination should be made as to whether or not delays in utility work will affect the Contractor's operations to the extend that consideration be given toward delaying issuance of the initial notice to proceed to the contractor. In no instance should the issuance of this notice be released prior to the preconstruction conference. Complete minutes should be kept concerning all decisions reached at the preconstruction conference and a copy distributed to all parties involved.

B. The Project Engineer should outline to the Contractor the contractual responsibility he has for protection of utility facilities and the necessity of coordinating all utility relocations and requests through the Project Engineer. Articles 7-11.6.2 and 6.3 of the Department's Standard Specifications state:

"6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.

In the event of interruption of water or other utility services as a result of accidental

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breakage or as a result of their being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in the prompt restoration of service. If water service is interrupted repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority."

"6.3 Utility Adjustments: Certain utility adjustments and reconstruction work may be underway during the progress of the contract. The Contractor will be required to cooperate as is necessary with the various utility construction crews in order that utility service may be maintained. Upon completion of the utilities work by others, the utilities will be in their final location and the Contractor shall exercise due caution when working adjacent to such utilities. Any damage to the relocated utilities resulting from the Contractor's operations shall be repaired at his expense. The Contractor's attention is directed to the requirements of 7-11.1 and 7-11.6.2, outlining responsibility for protection of utility facilities. When such utilities work by others is scheduled to be done, a listing of the utility authorities so involved will be shown in the special provisions."

The utility owners are also to be advised of their responsibility toward identifying and locating their facilities as well as to do necessary relocation or temporary support of their facility as required by the highway construction. The utility owners should also be made aware of their responsibility for extra costs which result from delays to the Contractor's operations if their facilities are not relocated in accordance with an agreed upon schedule.

- C. Supplementary conferences, involving the contractor and individual utilities, should be arranged by the Project Engineer as necessary during construction of a project to resolve scheduling and other problems that develop. The results should be documented in writing.
- D. Responsibility for damages, claims, etc., due to removal or destruction of utility facilities not called for by the plans should be thoroughly documented by written record immediately subsequent to time of occurrence. Copies of the Project Engineer's findings are to be furnished the highway Contractor, the utility owner and the District Utility Engineer. Department Utility Damage Report Forms should be utilized for this purpose.

7-13.5 - Insurance for Protection of Utility Owners:

When the work under the Contract involves the installation of attachments to joint-use utility poles, the Contractor shall furnish evidence to the Department that, with respect to the operations he performs, he carries insurance for the protection of the utility owners of the following kinds and amounts: (1) Protective Public Liability Insurance providing for a limit of not less than \$500,000 for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total limit of \$1,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one occurrance; and (2) regular Protective Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to or destruction of property in any one occurrance, and, subject to that limit per occurrance, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to or destruction of property during the policy period.

7-13.6 - Submission and Approval of Policies; Termination:

At least seven days before beginning any operations in the immediate vicinity of the railroad, or any, installation of attachments to joint-use utility poles the Contractor shall furnish to the Department's Engineer of Utilities, in Tallahassee two copies of each policy which he shall carry for the protection of the railroad or the utility owner; the original policies subsequently to be forwarded to the railroad company or utility owner by the District Utility Engineer.

State of Florida Department of Transportation

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All insurance policies to be provided by the Contractor under 7-13.4 and 7-13.5 shall be in such form and with such insurer as may be acceptable to the Department and to the railroad company or the utility owner. Insurance in behalf of a railroad company shall be in force until all work required to be performed under the terms of the contract is satisfactorily completed, as evidenced by the formal acceptance by the Department. Insurance in behalf of a utility owner shall be in force, in the full amount specified herein, until 30 days after acceptance of the attachments by the Department.

Insurance in behalf of a utility owner shall be in force until 30 days before acceptance of the attachments by the Department.

- F. Work within railroad right of way is not to commence until authority to proceed is received from the railroad including agreement as to flagging responsibilities. Article 7-11.5.1, 5.2 and 5.3 of the Department's Standard Specifications States:
- 7-11.5.1 Notification to the Railroad Company: The Contractor shall give notification to the Division Engineer or the Superintendent of the railroad company and to the Department's Project Engineer appropriately in advance of (minimum of 72 hours) his beginning of any operations within the limits of the railroad right of way, any operations requiring movement of employees, trucks or other equipment across the tracks of the railroad company at other than an established public crossing and any other work which may affect railroad operations or property.
- 7-11.5.2 Contractor's Responsibilities: The Contractor shall comply with whatever requirements an authorized representative of the railroad company deems necessary in order to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims brought on account of damages or injuries resulting from the Contractor's operations within or adjacent to railroad company right of way shall be the Contractor's responsibility.
- 7-11.5.3 Watchman or Flagging Services: When protective services to insure the safety of railroad operations (watchman or flagman service) are essential during certain periods of the project, the railroad company will furnish such services and the Department will reimburse the railroad company for the cost thereof. The Contractor shall schedule his work which affects railroad operations so as to minimize the need for protective services by the railroad company.
- √2. Records Nonreimbursable Utility Work: The Construction Diary should contain entries as to the extent of each utility activity on the project and any effect such operations are having on the progress of construction. This information is essential for use in evaluating contract time charges and for resolving disputes which may arise in regard to utility operations delaying the contractor, as well as settling damage claims.

3. Records - Reimbursable Utility Work

A. The activities of each utility performing reimbursable work on a project should be recorded on a separate Railroad and Utility Diary Sheet (Form 722-02) each day. If a dispute exists as to whether or not the relocation of a particular utility is eligible for reimbursement, this work should be recorded on this Form. Each daily entry should contain; a description of and the location of the work in progress; the number, classification and hours worked for personnel employed; a description and hours used for equipment; and a listing of materials entering into the work or removed from the site. These entries must be made on a day to day basis. The original of Form 722-02 is to be placed with the project records, a copy sent to the utility involved and a copy retained for submittal to Fiscal with the Final Utility Invoice.

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B. On each occasion when release of materials removed from a project is authorized, a Major Materials Report (Form 722.03) should be prepared by the Project Engineer and signed by a representative of the utility. This form is distributed in the same manner as Form 722.02.

4. Invoices - Reimbursable Utility Work.

- A. Invoices will be received at the District Office and properly identified by a cover memorandum prepared for the Project Engineer's authorization. This cover memorandum identifying the related project is to remain with the invoice package through final processing. Each invoice is to be returned to the State Utility Engineer via the District Utility Engineer accompanied by copies of the Utility Diary Form (722-02), the Major Materials Report Form (722-03) and Notice of Work Forms (521-16). Miscellaneous Invoice Transmittal Form 133-04 is prepared by the District Utility Engineer and attached to each Railroad or Utility Invoice in accord with the printed instructions on the form.
- B. Each invoice should be reviewed by the Project Engineer to verify the accuracy of on-site labor classifications, man hours, equipment hours, and materials charges shown. He should also verify that proper credit has been given for materials removed from the project site and salvaged into a utility warehouse and that proper credit has been given for betterment and for expired service life in accordance with the terms of the Utility Relocation Agreement. He need not concern himself with off-site charges or overhead charges. The appropriate cost distribution is to be shown on Form 133-04, signed and submitted by the Project Engineer with the invoice assembly to the District Utility Engineer. The District Utility Engineer completes the final review, approves for payment by signature and submits the invoice assembly to the Department's Comptroller via the State Utility Engineer's Office.
- C. Prompt handling of all invoices and claims is necessary to maintain open communication on new project agreements as well as being required by State Statute 215.422(3)(b) and the Comptroller's notice of July 31, 1978. Utility and railroad invoices should be promptly processed through all involved offices at the Central. District and Field levels.

State of Florida Department of Transportation

No.: 722-705 Page 1 of 2 Effective: 1 Jan. 1980 Distribution: E

Approved:

SUBJECT: Installation and Inspection

ADVANCE INSTALLATION

PURPOSE.

To establish uniform procedures relating to the preparatory work to be done in advance of the physical construction of a highway project to clear the right of way of major obstructions by performing in advance the necessary adjustments in utilities and railroads.

- 1. Authority to advertise or to concur in the award of a highway contract is not normally issued until the utility and railroad relocation work is completed or there is adequate evidence that all necessary arrangements have been made for the work to be undertaken and completed without delay or restriction to the highway construction. Advance Installation is a policy precept based on Florida Statute 337.11 and FHPM Vol. 6, Chap. 6, Sec. 2, Subsec. 1; Vol. 6, Chap. 4, Sec. 2, Subsec. 1; and Vol. 6, Chap. 4, Sec. 1.
- 2. It is recognized there are relocations which cannot be undertaken until after the highway construction is underway but, except for these infrequent occasions, most utility and railroad adjustments can and should be underway prior to advertising to take bids and completed before the start of the highway construction. A faulty practice is to plan the start of utility or railroad work shortly before or after the highway construction is underway. When this occurs it is extremely difficult, if not impossible, to avoid some degree of conflict between the operations of utility or railroad companies and a highway contractor which result in delay and restriction to the activities of all parties, as well as additional costs to the highway contractor, to the companies, and to the project. When this is common practice it is also likely that highway contractors will take this delaying factor into account when bidding on highway work. This is particularly true on complicated urban projects involving numerous utility companies and different types of facilities, notwithstanding the fact that the Department may regularly hold construction conferences between the utilities, railroads and contractors to plan and coordinate work. A proper treatment of this aspect would make such conferences unnecessary except for those utility and railroad adjustments which must proceed with construction. In exceptional cases where it is determined that completion of the utility or railroad work in advance of the highway construction is not feasible or practical due to economy, special operational problems and the like, there should be appropriate notification provided in the bid proposals identifying those adjustments which are to be underway concurrently with the highway construction.
- 3. To avoid unnecessary delays and costs in the physical construction of a highway project, it is essential that full consideration be given at the earliest practicable date to the problems involved in

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Page 2

utility and railroad adjustments, and that insofar as feasible and economical the work involved in such clearance and adjustments be actually accomplished before the physical construction work is undertaken. Recognition must be given to the fact that if utility and railroad companies are to complete the adjustment of their facilities by the time desired, they must have ample opportunity and time to design the adjustments, budget the costs, procure the necessary materials and supplies, fit the work into operating schedules, assemble the required crews and equipment, and actually perform the work.

As soon as the highway location and design have advanced sufficiently so that the utility and railroad adjustment work that will be required is apparent, joint studies of the situation, including on-site investigations, should be made to estimate the costs and difficulties involved and to consider whether revisions should be made in the location and design to reduce such costs and difficulties. There should be participation in these studies by such representatives as may be appropriate from the Federal Highway Administration, the Department, local government agencies, the utility and railroad companies, and in some cases, property owners. Representation from the Federal Highway Administration and the Department should include those qualified to consider the problems from the standpoints of location, design, construction and right of way. When several utility companies are involved, such as in urban areas, it will be desirable to have representatives of all companies present at the same conference in order that their plans for proposed adjustments can be properly coordinated and in order that consideration can be given, where feasible, to the joint use of certain facilities such as pole lines or lines or utility tunnels. As a result of these studies, determination should be made as to the nature and extent of the work to be done, who is to be responsible for its performance, and who is to bear the costs thereof. Agreement should also be reached regarding scheduling the performance of the work for proper coordination with the physical construction of the highway project.

- When there is to be no participation with Federal funds in the cost of utility and railroad adjustment work on a highway location that is planned to be subsequently improved with participation of Federal funds, the Division Administrator of the Federal Highway Administration should be advised of this situation in advance of the work for the purpose of ascertaining whether the proposed clearance and adjustment work will be satisfactory with respect to the proposed subsequent improvement of the highway. The Division Administrator should bring to the attention of the Department any features that might result in any unnecessary delay or cost to the subsequent Federal Aid portions of the project.
- Where there is to be Federal funds participating in advance utility and railroad work and where mutually agreed to by the Department and the Division Administrator, Federal Highway Administration, arrangements may be made for advance authorization of utility relocation work. Either at the time of program approval or later, the Division Administrator may issue a letter of authorization to the Department, on a selected construction location, to proceed with any or all necessary utility relocation work within a project, including preliminary engineering, related preparatory work and replacement right of way acquisition, but with the understanding that the actual physical adjustment or relocation of any utility facilities will not be undertaken until, and unless, the Division Administrator is furnished and approves for each relocation, the proposed or executed agreement between the Department and the utility, including the supporting plans and estimates therefor. The cost of replacement right of way so acquired and actually incorporated in the finally approved utility relocation will be eligible for Federal participation.

State of Florida Department of Transportation

No.: 722-706 Effective: 1 Jan. 1980 Page 1 of 1 Distribution: E

Approved:

SIGNS & BARACADES

SUBJECT: Installation and Inspection;

PURPOSE:

To establish a uniform procedure and prescribe standards for the installation and maintenance of the various types of traffic control devices required for utility work.

PROCEDURE:

1. Article 102-3.1 of the Department's Standard Specifications states:

"Standards: The State of Florida, Manual of Traffic Control and Safe Practices for Street and Highway Construction Maintenance and Utility Operations, sets forth the basic principles and prescribes minimum standards to be followed in the design, application, installation, maintenance and removal of all traffic control devices and all warning devices and barriers which are hazards within the project limits. The standards established in the aforementioned manual constitute the minimum requirements for normal conditions, and additional traffic control devices, warning devices, harriers or other safety devices will be required where unusual, complex or particularly hazardous conditions exists."

In addition, special consideration is to be given signs at railroad crossings, as specified in Section 102-3.2.6:

"During the entire period of construction operations at railroad crossings, it shall be the Contractor's responsibility to maintain, in a satisfactory and clearing legible condition, the advance warning signs which are normally installed by railroad and State forces. Wherever such signs are not installed by railroad and State forces, the Contractor shall install and properly maintain adequate temporary advance warning signs. These signs will be furnished to him by the Department."

2. The Department's Engineer will insure that the provisions of the Department's Manual on Traffic Controls and Safe Practices are complied with by the utility agency. Final responsibility for the installation of adequate traffic control devices for the protection of employees in work areas and the maintaining of traffic through these areas will rest with the party performing the work.

State of Florida Department of Transportation No.: 722-707 Page 1 of 1

Effective: 1 Jan. 1980

Page I of I Distribution: E

Approved:

SUBJECT: Installation & Inspection;

CONSTRUCTION STAKES AND MARKERS

PURPOSE:

To establish a uniform procedure for field engineering and layout work required by the installation and relocation of utility facilities.

PROCEDURE:

1. The Department's Engineer will set the initial construction stakes establishing lines and profile grade in road work, and roadway and waterway centerline and bench marks for bridge work, and will furnish the utility with all necessary information relating to such lines and grades.

In addition, stakeout work for railroad crossing and signal placement work will be the responsibility of the Department on all Force Account Installation Work. Projects where railroad signals are installed by the Department's Contractor will be as governed by the project specifications.

- 2. Utility Relocation Agreements executed on or after July 1, 1972, must include field engineering costs estimated as necessary to provide all additionally required line and grade control by the utility agency sufficient to insure an acceptable installation.
- 3. In the interest of promoting uniformity of temporary field markings (paint and stakes) showing locations of underground utilities, the American Public Works Association (APWA), Utility Location and Coordination Council (ULCC) Executive Committee has adopted the following designations:

SAFETY RED

Electric Power, distribution and transmission - Municipal Electrical Systems

HIGH VISIBILITY SAFETY YELLOW

Gas distribution and transmission - Oil distribution and transmission - Dangerous Materials, Product Lines, Steam Lines, Amonia Lines

SAFETY ALERT ORANGE

Telephone and telegraph systems - Police and Fire Communications - Cable Television

SAFETY PRECAUTION BLUE

Water Systems, Slurry Pipe Lines

SAFETY GREEN

Sewer Systems, Sanitary and Storm

SAFETY BROWN*

Treated Waste Water Pipe Lines

* Not approved by APWA/ULCC, but adopted by Florida Utilities Coordinating Committee.

There is a common agreement that the "one-number" call system is the latest and most effective tool in the continuing campaign to prevent damage to underground facilities. A project that should help to reduce "dig-ins" is the use of standard color markings for stakes and spray paints that are used to show the location of underground facilities. With such a system each type of utility is assigned a color for marking its facilities. DOT field personnel encourage utility owners to conform with this marking system wherever possible.

PROCEDURES

State of Florida Department of Transportation

No.: 722-708 Effective: 1 Jan. 1980 Page 1 of 2 Distribution: E

Approved:

SUBJECT: Installation and Inspection;
RESTORATION OF RIGHT OF WAY

PURPOSE:

To establish a uniform procedure for the restoration of highway right of way where utilized for utility and railroad purposes.

PROCEDURE:

- 1. All State of Florida Department of Transportation properties shall be restored to their original condition as far as practical, in keeping with the State of Florida Department of Transportation Specifications, and in a manner satisfactory to the State of Florida Department of Transportation.
- 2. All necessary signs, flagmen and other safety devices will be used in accordance with the Department's Manual on Traffic Control and Safe Practices.
- 3. At any and all open cut crossings, a minimum of one-way traffic will be maintained during the daylight hours and two-way traffic at night. All traffic detours should be restricted to the limits of Department of Transportation right of way with necessary flagmen and marking devices. Detour of traffic outside of Department of Transportation right of way will be considered with the approval of local governmental agencies involved. These detours including the traffic control plan will be approved by the Maintenance or Resident Engineer.
- 4. All side drains, side ditches and storm sewers will be referenced as to grade and location prior to construction.
- 5. At each open cut crossing the backfill material shall be placed in six (6) inch lifts and tamped to achieve a density equal to or greater than the adjacent undisturbed material. This requirement holds for embankment, subgrade, and base. The density determinations can be made by, the permittee if qualified, or a certified laboratory under the supervision of the permittee's consultant. A copy of all density test reports shall be furnished to the State of Florida Department of Transportation on the job site at the time the tests are made.
- 6. Two drawings, Exhibit F, show proper replacement when open cut is allowed. In some instances, additional paving will be required.
- 7. Temporary patches will be maintained so as to provide a smooth, all-weather surface at all times. Permanent replacements of the temporary patch shall be made as soon as all other work on the installation is completed and the local Maintenance Engineer will be notified twenty-four (24) hours prior to application of the permanent patch. The permittee will be required to maintain the patch for a period of one (1) year.
- 8. Shoring will be required to conform with OSHA requirements where necessary to protect existing pavement.

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- 9. All excavated material in excess of the quantity required for backfill in Department of Transportation right of ways shall be hauled by the permittee at his cost and expense, a maximum distance of three (3) miles from the trench excavation and stockpiled in those areas as directed by the State of Florida Department of Transportation. All unusable material shall be disposed of at the permittee's expense and not placed within the limits of the State of Florida Department of Transportation Right of Way unless so directed by the State of Florida Department of Transportation Engineers.
- 10. All correspondence regarding construction procedures will be handled directly with the permittee and not through their consultants, contractor or subcontractor.
- 11. At such locations where Department of Transportation signs and reflectors will interfere with proposed construction, the permittee will notify the Maintenance or Resident Engineer forty-eight (48) hours in advance of starting work. All signs and reflectors will be removed or relocated by Department of Transportation forces. Any signs or reflectors damaged, destroyed, removed, or relocated will be replaced by the State of Florida Department of Transportation at the expense of the permittee.
- 12. All trees and/or shrubbery damaged or disturbed during construction shall be replaced by the permittee at his expense as directed by the Maintenance or Resident Engineer. Any that have been planted by property owners shall be removed and replaced to the satisfaction of the Maintenance or Resident Engineer. All debris shall be removed by the permittee at his expense.
- 13. Grassing and mulching operations are to begin within a maximum of three (3) weeks after an utility installation except in cases of front and back slopes which should be done immediately after installations are completed. All requirements regarding grassing and mulching will be in accordance with the Department of Transportation Specifications. Any yards or part of right of way in front of private property that has a grass mat will be resodded with like sod, or otherwise, to the satisfaction of the Maintenance or Resident Engineer. Permittee shall maintain that portion of the right of way affected by the permit installation until acceptable vegetation is established.
- 14. The indescriminate cutting or disfiguring of trees of any scenic value shall not be permitted. This includes other methods such as herbicides. The necessary trimming or cutting of trees by utility companies in the interest of public safety or continuity of utility service shall not be considered indescriminate where such utilities cannot bypass the obstruction without violating the clear roadside policy.

PROCEDURES

State of Florida Department of Transportation No.: 722-801 Page 1 of 2

Effective: 1 Jan. 1980 Approved:

Distribution: E

Billing and Audit

REIMBURSEMENT

PURPOSE:

SUBJECT:

To establish procedures governing the reimbursements of Railroad and Utility Companies for the relocation of facilities required by the construction of highways.

AUTHORITY:

- 337.4-3 Florida Statute 338.19(1) and Administrative Rule 14-46.01(4) as implemented by Department Procedure 132-046 governs reimbursement for relocating, adjusting or removal of utility facilities involved with highway construction.
- Florida Statute 338.21(1) and Administrative Rule 14-46.02(2)(3) as implemented by Department Procedure 132-046 governs reimbursement for relocating, adjusting, installing, maintaining or removal of railroad facilities involved with highway construction.

POLICY:

- Reimbursement for utility work will be upon the basis of a Utility Agreement authorizing the work of adjusting and/or relocating utility facilities, which has been executed by and between the Department and the utility, and as approved and authorized by the Division Administrator, Federal Highway Administration, when applicable.
- Reimbursement for utility work involving Federal Aid Participation will be subject to the provisions of FHPM Vol. 1, Chap. 4, Sec. 4 (PPM 30-4), dated June 29, 1973, and any supplements and revisions thereto. (FHPM Vol. 1, Chap. 4, Sec. 4)
- Reimbursement for railroad work will be upon the basis of a Railroad Agreement authorizing the work of adjusting, installing and/or relocating railroad facilities, which has been executed by and between the Department and the Railroad, and as approved and authorized by the Division Administrator, Federal Highway Administration, when applicable.
- Reimbursement for railroad work involving Federal Aid Participation will be subject to the provisions of Federal Highway Administration FHPM Vol. 1, Chap. 4, Sec. 3 and Vol. 6, Chap. 6, Sec. 2, Subsec. 1 Transmittal 129, dated April 25, 1975, and any supplements or revisions thereto.

PROCEDURE:

Utilities will be reimbursed for relocating or adjusting their facilities wherever required by Federal Aid Interstate Projects when such work is necessitated by the construction of a project on the Federal Aid Interstate System and the cost of such project is eligible and approved for reimbursement by the Federal Government to the extent of ninety (90) percent or more under the Federal Aid Highway Act.

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- 2. Utilities will be reimbursed for relocating or adjusting their facilities on projects other than Interstate whenever they are located on property in which they hold a compensable interest. Such reimbursement is compensation for the transfer of property interest to the Department.
- 3. Utilities will not be reimbursed for relocating or adjusting their facilities on projects other than Interstate whenever they are located on public rights of way or other areas dedicated for public use.
- 4. The method of determining Department responsibility for Utility Work will be in accordance with the U.S. Department of Transportation FHPM Vol. 1, Chap. 4, Sec. 4 (PPM 30-4) with the understanding that there is no conflict between State regulations and FHPM Vol. 1, Chap. 4, Sec. 4 (PPM 30-4) in that the more restrictive of the applicable regulations will govern. (FHPM Vol. 1, Chap. 4, Sec. 4)
- 5. Railroads will be reimbursed for installing or relocating their facilities in accordance with the U.S. Department of Transportation Federal Highway Administration FHPM Vol. 1, Chap. 4, Sec. 3, with the understanding that there is no conflict between State regulations and the FHPM in that the more restrictive of the applicable regulations will govern.
- 6. The Procedures are herein incorporated with the understanding that the term "U.S. Department of Transportation Federal Highway Administration" shall be read as the "State of Florida Department of Transportation" when Federal Funds are not involved in the Railroad and Utility work.

PROCEDURES

No.: 722-802 Page 1 of 2

Effective: 1 Jan. 1980 Distribution: E

Approved:

SUBJECT: Billing and Audit

BILLINGS

PURPOSE:

To establish a uniform procedure and format for the preparation and submission of utility and railroad billings for costs of adjustment and/or relocation of utility and railroad facilities under the terms of an authorized utility or railroad agreement.

PROCEDURE:

1. Billings may be submitted on the following basis:

- A. Partial billings may be submitted by the utility or railroad prior to the completion of the utility/railroad adjustment and/or relocation and shall be numbered consecutively.
- B. Final billings shall be submitted at the earliest date practicable following the date of completion of the utility/railroad adjustment and/or relocation.
- C. Billings for utility/railroad adjustments and/or relocations authorized by a Lump Sum Utility/Railroad Agreement shall be submitted as one final and complete billing.
- D. Billings at 90% estimated agreement cost may be submitted by railroads upon completion and acceptance of Railroad Signal Installations subject to adjustment for actual cost on audit of final detail bill.
- E. Partial billings will be subject to a minimum 10% retainage pending final audit. The Department reserves the right to increase or decrease the percentage of retainage.
- F. All billings will be submitted to the District Utility Engineer, via the State Utility Engineer for field review by the Project Supervisor and final approval by the District Utility Engineer.

2. Requirements and format for preparation of billing:

- A. The utility/railroad shall prepare its billings in DUPLICATE, original and one (1) copy. When computer printouts and other data that are not readily reproducible by Xerox are used for detail backup, the utility/railroad shall furnish four (4) copies of the backup data.
- B. The utility/railroad shall prepare all billings to substantially conform with the same format as that used in the Detailed Estimate of the utility/railroad agreement.
- C. Partial billings shall be itemized in sufficient detail as to the amount of labor, materials used, equipment usage, and credits for salvage and scrap, betterments and expired service life with unit costs and extensions for the period covered by the billing.

D. Final billings:

(1) When one final and complete billing is submitted, it shall list in detail all quantities of labor, materials used, equipment usage, and other costs and credits for salvage and scrap, betterments and expired service life with unit costs and extensions.

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- (2) When partial billings have been submitted, the final billing detail shall cover the last period of billing and the accumulated totals of all previous billings shall be summarized.
- (3) Lump Sum billings do not need an itemized detail, but the costs will be summarized as indicated by the amounts agreed upon in the Lump Sum Utility/Railroad Agreement.

E. Summary of Charges:

- (1) All billings, except those submitted as one final and complete billing, shall include a Summary of Charges which will summarize the costs for the period covered by the billing in the same format as that used in the Estimate Summary of the utility/railroad agreement. On second and subsequent billings a tabulation of previous billings will be included.
- (2) All final billings shall include a separate Summary of Total Costs which shall summarize the total costs of the utility/railroad adjustment and/or relocation in the same format as that used in the Estimate Summary of the utility/railroad agreement Form 722-76 is recommended. This summary shall also include the following information:
 - (a) Project number.
 - (b) Description and site of project (termini).
- (c) Date on which first work was performed, or if preliminary engineering or right of way items are involved, the date on which the earliest item of billed expense was incurred.
- (d) Date on which the last work was performed, or the last item of billed expense was incurred.
 - (e) Location where the records and accounts billed may be audited.
 - (f) Utility work order number.
- F. The utility shall make adequate reference in the billing to its records, accounts and other relevant documents.
- G. A certificate of true billing shall be prepared on the utility company's letterhead, and shall be signed by the responsible utility official and shall be attached to all partial and final billings.

PROCEDURES

 $\begin{array}{ccc} \text{State of Florida Department of Transportation} \\ \text{No.: } 722\text{-}803 & \text{Page 1} & \text{of} & \text{Z} \\ \text{Effective: } 1 \text{ Jan. } 1980 & \text{Distribution: } E \end{array}$

Approved:

SUBJECT: Billing and Audit;

REVIEW AND PROCESSING

PURPOSE:

To establish a uniform procedure for the review, verification and processing for payment of utility/railroad billings for adjustment and/or relocation of utility/railroad facilities under the terms and provisions of an approved and authorized utility/railroad agreement.

PROCEDURE:

- 1. The utility will prepare its billings as provided in 722-802 and will submit them to the State Utility Engineer for processing for payment.
- 2. The State Utility Engineer will transmit the billings to the District Utility Engineer subsequent to preliminary review and verification by the Central Office.
- 3. The District Utility Engineer will forward the billing to the Project or Maintenance Engineer to be reviewed and verified by comparison with the utility project field records.
- 4. The Utilities Inspector shall verify that the amount of work accomplished during the period of the billing was actually done and that the quantities of labor, materials used, equipment usage and credits for salvage and scrap, betterments and expired service life are correct by checking against the Railroad and Utility Diary Daily Entry and return the billing to the District Utility Engineer for further processing.
- 5. The District Utility Engineer shall be responsible for verifying:
- A. That there is an approved and authorized Utility Relocation Agreement, Supplemental Utility Relocation Agreement, Utility Change Order or other documentary evidence to support the billing.
- B. That the billing shows the correct project number, termini, type of facility, work order number, date of commencement and/or completion of work, percentage of work complete for billing period indicated, correct billing number and that the billing substantially conforms with the format of the Detailed Estimate of the utility/railroad agreement.
- C. That unit costs for materials, labor by classification, equipment usage, credits for salvage and scrapped materials, construction overhead costs and items peculiar to type of facility and extensions of quantity costs thereof are correct.
- D. That partial billings show credits for salvage and/or scrap, betterments and expired service life.
- E. That the utility's computation of credits for salvage, betterments and expired service life are correct.

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- F. When billing contains both Federal Aid Participating items and Nonparticipating items, the Nonparticipating items will be indicated separately and coded as such with adequate reference being made to these items in the billing detail and summary.
- 6. Billings that cannot be adequately verified from billing information as outlined in Paragraph 5 above or lack sufficient detail to be correlated with the Daily Railroad and Utility Diary will be returned to the utility by a letter requesting indicated corrections or required information. If feasible, the District Utility Engineer will set up a conference date with responsible utility personnel to resolve the problem.
- 7. Billings that have been completely verified and found correct and acceptable shall be coded with the proper Account Code(s) by the District Utility Engineer on Form 133-04 and forwarded with his approval to the Comptroller, attention Utilities Auditor. Copy of such transmittal will be provided the State Utility Engineer.
- 8. The billing to be reviewed by the Department's Utility Auditor and compared with records on file in that office.
- A. Billings that are not in proper format, not verified, recommended and/or approved by required District personnel, or in error will be returned to the District for correction and/or modification and resubmission.
- B. Billings found to be correct will be vouchered for payment following completion of all required reviews by the Department's Comptroller and audits by the Department's Inspector General.
- 9. The Department's Comptroller will acknowledge receipt of the invoice by written notice to the utility/railroad company, and will upon issuing the payment voucher notify the State Utility Engineer in order for the invoice file to be closed.

PROCEDURES

State of Florida Department of Transportation

No.: 722-804 Page 1 of 1 Effective: 1 Jan. 1980 Distribution: E

Approved:

SUBJECT: Billing and Audit

AUDITING

PURPOSE:

To formulate a policy for coordination and liaison between the Central Office Utilities Section, the Comptroller's Utilities Auditor and the Inspector General's Office during the desk and site audit phases of the Utility Billing review.

POLICY:

- 1. Close liaison is maintained between the State Utility Engineer and his staff and the Utilities Auditors on processing and payment of all utility billings. Any billing that may be verified as correct by the District as to form and contents that is in error due to omission of credits, improper separation of Federal Aid Participating and Nonparticipating costs, etc., is discussed with the Utilities Auditor prior to submission for payment and appropriate action is taken predicated upon past audit experience of the account and overall performance record of the subject utility or railroad company.
- 2. The State Utility Engineer, the District Utility Engineer and the Utilities Auditor may jointly review the utility's hillings, the utility/railroad agreement and Utility Change Order, Daily Railroad and Utility Diary and the performance record of the subject utility prior to site audit. Any variances are noted for further investigation during site audit.
- 3. The District Utility Engineer and his staff are available to accompany the Utilities Auditor to render decisions on the engineering aspects of the utility/railroad adjustment and/or relocation, when required, during site audit.

PROCEDURES State of Florida Department of Transportation No.: 901 Page 1 of 1

FLORIDA TRANSPORTATION CODE - CHAPTER 337.11

Authority of department to contract; advertise; acquire rights-of-way; option; preservation of records.

(2) The divisions of the department shall advertise for bids on all work at least once a week for not less than two consecutive weeks in some newspaper having a general circulation in the county where the proposed work is located. The first publication shall be not less than fourteen days the date on which bids are to be received and the second publication shall be not less than seven days prior to the date on which bids are to be received. No advertisement for bids shall be published until title to all necessary rights-of-way for the construction of the project covered by such advertisement shall have been vested in the state for the use and benefit of the Divisions of Road Operations, and all railroad crossing and utility agreements have been executed. Provided that title to all necessary rights-of-way shall be deemed to have been vested in the state of Florida where such title has been dedicated to the public or acquired by prescription.

337.401 338.17

USE OF RIGHT OF WAY FOR LITHLITIES SUBJECT TO REGULATION; PERMIT.

- (1) The Division of Road Operations, commissioners, and authorities of municipalities or special districts hereinafter referred to as the authority having jurisdiction and control of public roads are authorized to prescribe and enforce reasonable regulations with reference to the placing and maintaining along, across, or on any road under their respective jurisdictions any electric transmission, telephone or telegraph lines, pole lines, poles, railways, ditches, sewers, water, heat, or gas mains, pipe lines, fences, gasoline tanks and pumps, or other structures hereinafter referred to as the utility.
- (2) The authority may grant to any person, who is a resident of this state, or to any corporation organized under the laws of this state, or licensed to do business within this state, the use of a right of way for the utility in accordance with such regulations as the authority may adopt. No utility shall be installed, located, or relocated unless authorized by a written permit issued by the authority. Such permit shall be required when inspection or repair of the utility interferes with the normal flow of traffic.
- (3) Nothing herein shall restrict the action of public authorities in extraordinary emergencies. And nothing in this law shall be construed as modifying or abridging the powers conferred upon the Florida public service commission in Title XXV, the intent of this section being that the power hereby granted to the authorities shall be exercised only in such manner as not to conflict with the valid exercise of powers granted to such commission.

337.403

338.18 DAMAGE TO ROAD CAUSED BY UTILITY.

When any public road is damaged or impaired in any way because of the installation, inspection or repair of any utility located thereon, the owner of the utility shall, at his own expense, restore the road to its original condition before such damage. If the owner fails to make such restoration, the authority is authorized to do so and charge the cost thereof against the owner under the provisions of 338.20.

337. FOF 338.19

RELOCATION OF UTILITY: EXPENSES.

Any utility heretofore or hereafter placed upon, under, over or along any public road that is found by the state or other authority to be unreasonably interfering in any way with the convenient, safe or econtinuous use or maintenance, improvement, extension or expansion of such public road shall, upon thirty days written notice to the utility or its agent, by the state or other authority be removed or relocated by such utility at its own expense; provided, however, that if the relocation of utility facilities, as referred to in 111 of the Federal Aid Highway Act of 1956, Public Law 627 of the Eighty-Fourth Congress, is necessitated by the construction of a project on the Federal Aid Interstate System, including extensions thereof within urban areas, and the cost of such project is eligible and approved for reimbursement by the Federal Government to the extent of ninety per cent or more under the Federal Aid Highway Act, or any amendment thereof, then in that event the utility owning or operating such facilities shall relocate same upon order of the Division of Road Operations, and the state shall pay the entire expense properly attributable to such relocation after deducting therefrom any increase in the value of the new facility and any salvage value derived from the old facility.

No.: 902 Page

(2) If such removal or relocation is incidental to work to be done on such road, the notice shall be given at the same time the contract for the work is advertised for bids, or thirty days prior to the commencement of such work by the authority.

(3) Whenever an order of the authority requires such removal or change in the location of any utility from the right of way of a public road, and the owner thereof fails to remove or change the same at his own expense to conform to the order within the time stated in the notice, the authority shall proceed to cause the utility to be removed. The expense thereby incurred shall be paid out of any money available therefor, and shall, except in those cases where the state is required by subsection (1) to pay the expense, be charged against the owner and levied and collected and paid into the fund from which the expense of such relocation was paid.

338.20

REMOVAL OR RELOCATION OF UTILITY FACILITIES; NOTICE AND ORDER: COURT REVIEW.

- (1) Whenever it shall become necessary for the authority to remove or relocate any utility as provided in the preceding section, the owner of the utility, or his chief agent, shall be given notice of such removal or relocation and an order requiring the payment of the cost thereof, and shall be given reasonable time, which shall not be less than twenty nor more than thirty days, in which to appear before the authority to contest the reasonableness of the order. Should the owner or his representative not appear, the determination of the cost to the owner shall be final. Authorities considered agencies for the purposes of Chapter 120 shall adjudicate removal or relocation of utilities pursuant to Chapter 120.
- (2) A final order of the authority shall constitute a lien on any property of the owner and may be enforced by filing an authenticated copy of the order in the office of the clerk of the circuit court of the county wherein the owner's property is located.
- (3) The owner may obtain judicial review of the final order of the authority within the time and in the manner provided by the Florida Appellate Rules by filing in the circuit court of the county in which the utility was relocated a petition for a writ of certiorari in the manner prescribed by said rules or in the manner provided by Chapter 120 when the respondent is an agency for purposes of Chapter 120.

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903.



STATE OF FLORIDA OFFICE OF THE ATTORNEY GENERAL TALLAHAGGE

June 7, 1967

067-26

State Road Department of Florida State Road Department Building Tallahassee, Florida

Attention: Honorable Bryan W. Henry

Resident Attorney

Re: Your Request for Opinion of April 26, 1967 - Attorney General Opinion 059-80

Gentlemen:

Your letter of April 26, 1967, poses the following two questions for our consideration and opinion:

- Was your Opinion 059-80, April 16, 1959, rendered upon the occupancy of theutility of the public highway as a matter of right rather than a privilege?
- 2. Would the answers to the questions propounded to you in Opinion 059-80, April 16, 1959, vary where the utility's occupancy of the public highway is based upon a right rather than a privilege; and if so, what would the answer to those questions be where the occupancy of the utility on the public highway is based upon a right and where the utility's occupancy is based upon a privilege?

So for as we are able to ascertain from our files, the request for our Opinion 059-80, of April 10, 1959, did not raise the question of the occupancy of the highway right of way by the public utilities being either as a matter of right or a matter of privilege. We will, therefore, treat your first question as being substantially as follows.

Do the public utilities occupying public roads and highways in this state occupy them as a privilege or as a matter of right?

This question is here substituted for your first question.

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No.:

State of Florida Department of Transportation

Page

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State Road Department of Florida Page Two

Generally a telephone or telegraph company cannot occupy or use public streets or highways without legislative authority. (86 C. J. S. 32 and 35, §24). The statutes and laws of the State of Florida have, at least as early as Ch. 782, Acts of 1856, permitted the use of public roads and highways by telephone and telegraph companies, section one of which chapter has been brought into the Florida Statutes as \$362.01, F. S. This act contained the proviso that the posts, wires and fixtures of a telegraph or telephone company "shall not be set so as to obstruct or interfere with the common uses of such roads and highways. This provision appears in said \$362.01, F. S. In Peninsular Telephone Company v. Marks, 144 Fla. 652, 198 So. 330, it was held that the privilege granted by said §362.01 to telephone and telegraph companies

"... to erect posts, wires and other fixtures for telephone and telegraph purposes on or beside any public road, highway or street contemplates that the same shall be erected and maintained in such manner as not 'to obstruct or interfere with the common uses of said road, highway or street... One of the secondary purposes for which a street or highway could be used was for the erection and maintenance of posts, wires and fixtures commonly used by telephone and telegraph companies, but the use thereof on the streets and highways was so restricted that the appliances and fixtures should not obstruct or interfere with common uses of streets and highways."

In this case the court further observed that,

"It was never contemplated that telephone and telegraph companies would erect and maintain posts and other fixtures on streets or highways so as to obstruct or interfere with the common use thereof."

In Southern Bell Telephone and Telegraph Company v. State, Fla., 75 So. 2d 796, text 798, the court, discussing the provise in §362.01, F. S., prohibiting obstruction or interference by the public utility, said "with the common uses of said roads and highways."

It is doubted that telephone and telegraph companies could legally use the rights of way of state, county and municipal highways, roads and streets, absent statutes such as §362.01, F. S., or other permission legally obtained.

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State Road Department of Florida Page Three

This conclusion is fortified by §§ 338.16, 338.17, 338.18, 338.19 and 338.20, Florida Statutes, which provide for a limited use of public highways, roads and streets by utility companies for their electric transmission, telephone or telegraph line, pole lines, poles, railways, ditches, sewers, water, heat or gas mains, pipe lines, fences, and similar uses, in addition to the uses mentioned in §362.01, F. S., by telephone and telegraph companies.

When we take into consideration the fact that no compensation is required of a telephone or telegraph company for its use of the public highways, roads and streets under §§ 362.01 and 338.17 through 338.20, F. S., we are of the opinion that their use of the said highways, roads and streets for such purposes, is a mere privilege and not a matter of right. This answers the first above question.

The second question relates primarily to the question of the state, county or municipality, as the case may be, reimbursing telephone and telegraph companies for the expenses of moving or removing their posts, wires and other fixtures, when such moving or removing of such property becomes necessary in connection with the repair or reconstruction of public highways, roads or streets. Except for §338.17-338.21, 362.01, F. S., and like and similar statutes and laws, public utilities occupying a part of public roads and highways, including municipal streets, without the consent of the public, would have the status of trespassers, or unlawful occupants. In Peninsular Telephone Company v. Marks, supra, the court held that the primary purpose of rights of way for highways, roads and streets was for the use of the traveling public and the secondary purpose was the use of such rights of way by the public utilities. Such use by public utilities "is secondary and restricted to the extent that such facilities should not interfere with the common use thereof," that is, the use of the way by the public. (Southern Bell Telephone and Telegraph Company v. State, Fla. 75 So. 2d 796, text 799).

Whether a public utility occupies a portion of a highway, road or street right of way as a matter of right or as a privilege, it still occupies the same as a secondary and not a primary user, so that its use of the said right of way is in subordination to the use of the public as a highway, road or street. The status of the public utility is that of a sub-ordinate user while that of the public is a primary or superior user whose rights of occupancy are superior to those of the utility. The second question is answered in the negative.

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State Road Department of Florida Page Four

This opinion should be read and construed with and in the light of our Opinion 059-80, of April 16, 1959.

Earl Faircloth Attorney General

Fred M. Burns Assistant Attorney General

vtc

No.:

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OPINION - dated April 16, 1959 (Excerpts from)

TO:

STATE COMPTROLLER

FROM:

STATE ATTORNEY GENERAL

Question:

Is the same rule (reimbursement under chapter 338.19) applicable to public utility facilities located upon non-highway or road properties acquired by the state or a county or district for highway or road right-of-way purposes?

Opinion:

Acquiring right-of-way upon which may be located a public utility facility. There is a clear distinction between public utility facilities located upon a highway or road under and pursuant to sections 125.42, 338.17-338.21 or 362.01, Florida Statutes, and like facilities on property owned by or under lease to a public utility as a part of its separate right-of-way for its facilities. Such private right-of-way of the public utility would constitute property of the the utility. This relation must be distinguished from that of a utility occupying a part of a highway or road right-of-way under sections 125.42, 338.17-338.21, or 362.01, Florida Statutes, which is in the nature of a tenant or licensee at sufferance. One is property within the purview of section 12, of the Declaration, or section 29, article XVI, of the state constitution; the other is merely a license or right, but not property. Where the public utility owns real property, either in fee or a leasehold, upon which it has utility facilities, before the same may be taken and used by the state, or a county or district, the same must be acquired by purchase or eminent domain, or otherwise. It is, therefore, evident that the rule applicable to utilities using rights-of-way of state, county or district roads or highways, other than federal interstate system highways, under section 125.42, 338.17-338.21, Florida Statutes, as to the removal or relocation of utility facilities is not applicable to real property held by the public utility either in fee or leasehold, or other right of possession in the nature of a property, or property right.

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Supp. No. 94

RAILROADS/UTILITIES INSTALLATION OR ADJUSTMENT

CHAPTER 14-46

Page

RULES

OF THE

DEPARTMENT OF TRANSPORTATION

CHAPTER 14-46

RAILROADS/UTILITIES INSTALLATION OR ADJUSTMENT

14-46.01 Utilities Installation or Adjustment

14-46.02 Responsibility for the

Railroad/Highway Crossings

14-46.03 Highway/Railroad At-Grade Intersection -Authorization for the Opening and Closing.

14-46.01 Utilities Installation or Adjustment.
(1) PURPOSE — This policy is established to regulate the location and manner for installation and adjustment of utility facilities on the State Highway System in the interest of safety and of protection, utilization, and future development of the highways with due consideration given to public service afforded by adequate and economical utility installations and for the issuance of permits.

(2) AUTHORIZATION BY THE DEPARTMENT REQUIRED - No person shall enter

upon the right-of-way of any state road to construct, alter, or relocate any utility installation without prior authorization by the Department except as noted in the Department's Utility Accommodation Guide.

(3) PERMITS TO BE ISSUED — Permits for

construction, operation, and maintenance of utilities upon the right-of-way of any road on a state maintained system will be issued in conformity with the Department's Utility Accommodation Guide.

(4) REIMBURSEMENT CONDITIONS

(other than Interstate)

(a) There will be no reimbursement for adjustment or removal of existing utilities where utilities are located on public rights-of-way or other areas dedicated for public use.
(b) The utilities will be reimbursed for

relocating or adjusting their facilities where they are located on property in which they hold a compensable interest.

(5) Reimbursement Conditions (Interstate)

(a) If the relocation of utility facilities is required by construction of a project on the Federal Aid Interstate System, and the cost of such project is financed by the federal government to the extent of 90% under the Federal Aid Highway Act, then in that event the department will reimburse the expense of utility relocation in accordance with the Federal Highway Administration Foderal-Aid Highway Program Manual Volume 1, Chapter 4,

Section 4.

Specific Authority 20.05(5), 338.17(1) FS. Law Implemented 338.17, 338.19, 339.05 FS. (Authorizing implementation of Federal-Aid Highway Program Manual, Volume 1, Chapter 4, Section 4). History—New 5-13-70, Amended 8-10-78.

Page | of]

DIGEST* OF SECTION 123 TITLE 23 U. S. CODE

- A. Federal funds may be used to reimburse the State for the cost of relocation when all of the following conditions are met:
 - 1. The payment by the State to the utility does not violate the law of the State or violate a legal contract between the utility and the State
 - 2. The relocation is necessitated by the construction of the highway project
 - 3. After evidence satisfactory to the Secretary shall have been presented to him substantiating the fact that the State has paid such cost from its own funds
- B. Term "utility" shall include publicly, privately and cooperatively owned utilities
- C. Term "cost of relocation" shall include the entire amount paid by such utility properly attributable to such relocation after deducting therefrom any increase in the value of the new facility and any salvage value of materials recovered from the old facility
- * DIGEST taken from:

Public Law 85-767 85th Congress, H. R. 12776 August 27, 1958

"AN ACT -----TITLE 23 - Highways"

WAIVER OF COST PROVISION UTILITIES INTERSTATE SYSTEM

On motion of Mr. Brewer, seconded by Mr. Monahan, the following resolution was approved:

WHEREAS, permits have been issued to various utility companies allowing the installation of utility facilities within the rights of way of certain state roads under proper legal authority; and

WHEREAS, since the execution of the agreements between the Department and the various utility companies the Federal Highway Act of 1956 was passed, authorizing the reimbursement for relocation of such utilities, if such reimbursement did not violate state law; and

WHEREAS, the Legislature of the State of Florida enacted Section 338.19(1), authorizing the removal of such utilities at the expense of the State Road Department when required by construction of the interstate system, and where same were approved for reimbursement by the Bureau of Public Roads; and

WHEREAS, it appears to have been the intent of the Federal Congress, as well as the Legislature of the State of Florida, that all utility relocations required by the construction of the federal interstate system of highways be removed at the expense of the interstate program.

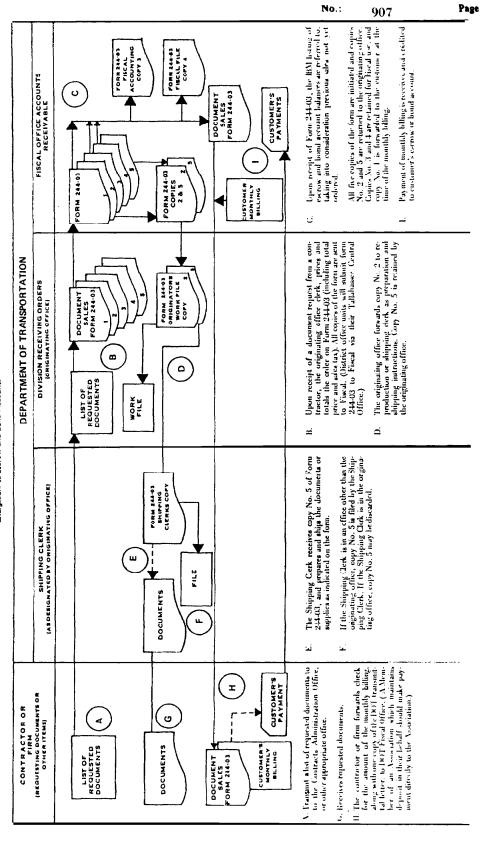
NOW, THEREFORE, BE IT RESOLVED: The State Road Board hereby waives any provisions in permits heretofore issued on jobs which might be in conflict with Section 338.19(1), said authority being based on that certain opinion of the Attorney General dated January 18, 1961, addressed to the Honorable John R. Phillips, Chairman, Florida State Road Department.

(Minutes of State Road Board - March 23, 1961)

1 of 4

PROCESSING OF REQUEST FOR DOCUMENTS STATEOF PLORIDA DEPARTMENT OF TRANSPORTATION

Chargeable to Escrow and Bond Accounts



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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Document Availability List*

A. CONTRACT BIDDING DOCUMENTS:

Proposal Forms, with or without Plans purchased by qualified contractors Plans, Specifications and Special Provisions Summary of Bids - (Monthly or Annual Subscription)

B. OTHER PLANS OR RIGHT-OF-WAY PURCHASES:

22" x 36" size construction plans, in complete sets for the project (Blue lines)
22" x 36" size construction plans or right-of-way maps, individual sheets
11" x 17" size miscellaneous prints - from stock
Prints larger than 22" x 36" size
Roadway Standards, 11" x 17" (approximately 90 sheets)
3' x 5' Mylars of Plans and Profile sheets for Utility Relocation (Preliminary)

C. STATE MAPS:

Official State Highway Transportation Map State Highway System, 3'x 5' DOT District Maps, 8½" x 11" Urban Area Maps, 3'x 5' Statewide Traffic Flow, 18" x 28"

D. COUNTY MAPS:

I"=1 mile, 36" x 56" (Special Orders Only)
1/2"=1 mile, 18" x 28" (Standard size)
1/2"=1 mile, 18" x 28" complete set (Binder Extra)
Traffic Volume Map, 18" x 28", County

E. PHOTOSTATIC OR CERTIFIED COPIES OF DOCUMENTS:

8½" x 11" up to 8" x 14"

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F. MANUALS:

Construction Manual
Drainage Manual
Field Sampling & Testing Manual
Florida Airport Directory
Guide to Consultant Negotiations & Comp Procedures
Guidelines for Hot Mix Recycling of Asphalt Pavement
Location Survey Manual - with Amendment
Right of Way Administration Manual
Right of Way - Appraisal chapter Only
Road Design Standards
Standard Specifications for Road & Bridge Construction
Supplement to Above
Structures Standards
Traffic Operations Standards
Utility Accommodation Guide
Utility Manual - Volume I (Utilities)
Itility Manual - Volume II (Railroads)

G. PERMITS - OVERWEIGHT / OVERDIMENSIONAL:

May be obtained from the

Department of Transportation Permit Section (904) 488-4961

 Availability and price information are subject to change. For information on Listings A - F, please contact:

> Map & Publication Sales Florida Department of Transportation Mail Station 12 Haydon Burns Building 605 Suwannee Street Tallahassee, Florida 32301 (904) 488-9220

We <u>must</u> have payment before items can be mailed. Make checks payable to Florida Department of Transportation.

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| UTILITY AD | JUSTMENT SYMBOLS | |
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Department of Transportation Heydon Burns Building, 606 Screennes Street, Talkshasses, Florida 32304, Telephone (904) 488-8772 WALTER L. REVELL SECRETARY

| Division of Road Op | erations | (Date) | | |
|--|--|--|---|------------------------------------|
| (ADDRESSEE) | | | | |
| Dear Sir: | | | | |
| | PRE-DESIGN U | TILITY CONFERENCE | | |
| | Section County | , State Road , Parcel | (R/W |) |
| subject project(s) The purpose of this disposition of exis a pre-design confer | at an early stomeeting is to ting and propo- ence has been efit our highwish all availa | at a joint conference age in the design of more fully coordinat sed utility installat scheduled for 197, at: ay planning if your of ble plans covering bot t area. | the roadw te the fin tions. Th (AM | ay plans. al erefore,)(PM) repre- |
| which can be marked | to designate | preliminary construct the proposed adjustments | ent of you | |
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| cc: State Utility E | ngineer | | | |

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No.: 909

JOHN R. PHILLI US

ROADADE PARIEM ENT

MEMBERS

TALLAHASSÉE

WARREN M CASON RALPH POWERS WILLIAM T. MAYO JOHN H MONAHAN A.MAX EREWER

TAMPA LAKE CITY LAULAMASSEE PORT LAUCESSALE Talveulle

April 4, 19-Safety-3

MEMORANDUM

To: All District Engineers

Mr. J. W. Brown Mr. P. W. Fkey Mr. C. D. Dunlap Mr. M. N. Yancey

From: U. H. Register

Subject: Pre-design Utility Conference

You are handed herewith copies of memoranda covering subject matter issued by the State Highway Engineer under date of January 15, 1963, and the 5th District Utility Engineer under date of January 8, 1963. They are self-explanatory.

On all future work we request you comply with the procedure outlined in Mr. Brown's directive. We suggest the matter be handled in the following routine manner:

- For projects being designed by district personnel, the scheduling, location and representation would be handled entirely at the local level. If attendance by Tallahassee Right-of-Way personnel is desired, that division should be appropriately alerted.
- 2. For projects designed in Tallahassee, the Engineer of Road Design will advise the District Engineer the approximate desired date. In turn the District Engineer makes all arrangements as in No. 1 above and the Tallahassee office will assign desired representation from that level.
- 3. For projects designed by consultants, those projects being supervised by Tallahassee personnel will be handled by the Engineer of Poad Design. Projects being handled at the District level will be handled by the District Engineer.

OHR: om

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(COPY)



FLOYD B. BOWEN

VINCENT PHILIP NUCCIO C. WILLIAM BEAUFORT JAMES LEE CHELSIE J. BENERCHIA WILLIAMO PERMIES

TAMPA
JACKSONVILLE
CRESTVIEW
MIAMI
WILDWOOD

7 February 1967

Memorandum

From: C. J. Schenck, Ass't. State Highway Engineer (Planning)

To: District Engineers

RE: Inclusion of Plans for Relocation of Utilities in Road-

way Plans

On all future FA Projects, the Bureau of Public Roads will require - as a condition of authorization - that utility relocation plans be included in the roadway construction plans. This will involve accurate location of utilities by the field survey parties; their accurate representation on plan sheets and right-of-way maps, and close liaison between the Department and the various utility companies involved.

On any State work for which there is a possibility Federal Funds will be sought in the future, these conditions will have to be met.

Attached is an outline of the suggested procedures for achieving this result.

To avoid costly delays in letting schedules, it will be necessary for the Maintenance Division to work closely together. The primary responsibility of the Roadway Design Section is to supply accurate location and elevation of the utilities to the Rights-of-Way Division, to supply prints of plans showing the essentials of the completed design as early as possible to the Rights-of-Way Division, in order that they may make proper distribution to the utility companies, who will have to prepare plans for their proposed relocations, and to take the plans for utilities relocations which have been supplied by the Rights-of Way Division and include this information in the completed construction plans.

If there are any questions concerning these responsibilities of the Road-way Plans Section with respect to these procedures, please let me know.

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Page 4.

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(COPY)

Memo from C. J. Schenck To District Engineers 7 February 1967 Page 2

RE: Inclusion of Plans for Relocation of Utilities in Roadway Plans

Questions related to responsibility of utilites liaison engineers should be directed to the Rights-of-Way Division.

Questions concerning coordination of permits for the locations which should be issued by the Maintenance Division should be directed to that Division.

CJS:awm Attachment

cc: Mr. Rolfe Mickler
Mr. M. N. Yancey
Mr. Emmett Owens
Mr. C. D. Dunlap

(COPY)

In order to implement PPM 30-4 (October 15, 1966) it is necessary that the Districts take positive action at once in order to secure approval for future advertisements of Federal jobs in compliance with the latest PPM.

- On Interstate jobs, continue procedures that have been used in the past, which conform to procedures as outlined in the PPM.
- 2. On Primary and Secondary Roads, where utilities are located on private easements and utilities are to be reimbursed for adjusting their facilities, these are to be handled as in the past for reimbursement under our standard agreement. In addition, relocation of utilities must be incorporated in plans either on regular plan sheets or separate utility pla. sheets. In rural areas, in most cases, the utilities can be shown on regular plan sheets, designating relocation by proper symbol. On most of the urban jobs, it will be necessary to have apparate utility plan sheets.
- 3. In order to implement procedures outlined in the PPM on Primary and Secondary Roads, it will be necessary for the Districts to follow the same procedures we have been using or Interstate Jobs.

The Bureau of Public Roads does not participate in any reimbursement on Primary and Secondary Jobs, therefore, does not require preliminary review by BPR as required on Interstate Jobs.

4. In order that jobs be designed in such way as to give least interference possible with existing utilities, there should be early predesign conference with the utilities involved.

The District Planning Division should furnish the utilities with plans and profile sheets showing existing utilities

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and as much detail of future storm sewer design as possible. These plans should be furnished the utilities through the District Utility Engineer with request that relocation of utilities be shown on plans. They should be checked by the Utility Engineer prior to returning to the Plans Division to be incorporated in roadway plans. The utilities should use symbols as adopted by SRD Planning.

- 5. Where consulting engineers are preparing plans, the procedure is to be used as outlined in Paragraph 4 above on Primary and Secondary Roads. It is the responsibility of the District to coordinate the relocation of utilities between utility companies and consulting engineers.
- 6. There are jobs on Primary and Secondary Roads that are being developed using State Funds only. If any of these jobs are to be converted to use of Federal Funds, they will be required to conform to PPM 30-4, prior to Federal approval for physical construction of highway job.
- 7. PPM 30-4, Section 15 c & d The items under this section are covered by permit granted by Maintenance and should be complied with prior to adjusting utilities and should be a matter of coordination between the District Maintenance Engineer and the Utility Engineer, in order that all utility locations on Primary Roads and on Secondary Roads meet the accommodation policy of the SRD for location of utilities.
- 8. AASHO Policy on accommodations of utilities governs the location of utilities and installation of same by SED Policy 013. This applies to Limited Access Facilities, as well as Interstate Jobs.

- 9. There are numerous jobs on which construction plans are complete. Plans in this stage must be updated to include utility relocation plans.
- 10. The importance of predesign conferences is re-emphasized as it is necessary to the success of these procedures.
- 11. Preconstruction conferences are also a "must",
 as schedules for performing various phases of work are established at that meeting.

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FORM 722-22 7-37 PAGE 1 OF 1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS FINAL NEGOTIATION PROCEDURE UTILITY RELOCATION & GREEMENTS

Your Agency will receive, under separate cover, highway construction plans coveri, σ the area in which your facilities are located. When required, partially completed agreement forms will be included in the assembly together with a Relocation Schedule format designed to cover the proposed work. Your assistance in preparing the request in the following prescribed manner will be appreciated.

1. UTILITY PLANS - The plans should be sufficiently detailed so a determination can be made that all indicated work is necessary, that the planned adjustment will meet with all design policy requirements of the Department, and that such plans represent the most economical means of making the adjustment. For REIMBURSABLE work, the plans should be detailed so that quantities of major items of materials can be correlated with like items and quantities as they appear in the estimate.

Major highway construction elements such as pavement areas, bridges, drainage structures, right of way lines and widths, control of access lines and highway stationing numbers should also appear on the utility plans. Construction plans prepared by your office in lieu of marked Department plans will be satisfactory, provided they meet all of the above mentioned requirements.

The plans should be marked with the following color code:

Green line - for all existing facilities to remain in place Red line - for all existing facilities to be removed or abandoned Brown line - for all proposed new construction

One set of the completed plans should be returned to the Department with each copy of the Utility Agreement as part of the legal assembly.

2. UTILITY ESTIMATES - For REIMBURSABLE work, it will be required at estimates cover all such work as indicated by the plans and the particular agreement form to attached. Estimates must be prepared in a manner that will conform to the requirements of Department Procedure 132-046. Particular attention should be given to the form of estimate to insure compliance with these regulations. It should be noted that Section 6.6 of Procedure 132-046

"The estimate in support of the agreement shall set forth the items of mork to be performed, broken down as to estimated cost of labor, construction overhead, materials and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering, and construction engineering, including an itemization of appropriate credits for salvage, betterments, and expired service life, all in sufficient detail to prove the State and Division Administrator a reasonable basis for analysis."

Estimates which leave justification of items or amounts to the presumption of the reviewer cannot be accepted. The factors that will be included in the Agency's construction overhead account shall be set forth. Items of materials are to be itemized when they represent relatively major components or costs in the relocation. One estimate assembly must be prepared for each copy of the agreement. Each assembly must also include your Scope of Work Statement and Relocation Schedule as outlined on the Schedule form. The Schedule form should also include any special notice or instruction to the highway contractor that should be included in the project's special provisions.

 UTILITY AGREEMENTS - All copies of the agreement drafts furnished should be properly completed. Upon final legal execution, all copies should be returned to the Department with the completed assembly.

Your Agency is not authorized to begin any construction work until you receive notice that the agreement has been approved and executed.

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Page 1 of 2

FORM 712-05 11-79 PAGE 1 OF 1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS UTILITY/RAILROAD RELOCATION SCHEDULE

| EQUNTY | SECTION | UTILITY JOB NO. | STATE ROAD NO. | COUNTY NAME | PARCEL & R/W JOB NO. | FAP NO. |
|-----------------------|---------------------------|---|--|---|--|--|
| | | 1 | | | | |
| | | <u> </u> | A | ENCY | | |
| | | | | | | |
| . [| | | | | | |
| A. <u>F</u> | acilities lnv | olved (Detail as to | Type and Location | <u>on)</u> : | | |
| | | | | | | |
| | | | | | | |
| L | | | | | | |
| B. <u>R</u> | elocation W | ork Anticipated (| Describe and Relat | te to Location on I | roject): | |
| - 1 | | | | | | |
| | | | | | | |
| L | | | | | | |
| C. A | nticipated l | Relocation Schedu | le (Based on portr | al schedule and 5-c | lav work week): | |
| _ = | | EM | (1545-14-51-15-15-15-15-15-15-15-15-15-15-15-15- | in term delle delle tre | DAYS EST | IMATED |
| | Preliminar | y Engineering | | | ***** | |
| 1 | | rocurement lay Acquisition | | | | |
| 1 | | | tility/railroad wor | k) | | |
| 1 | | on (actual utility/ | railroad relocation | | |)* |
| - [| | | ESTIMA | TED MAXIMUM' | TOTAL | Days |
| 1 | | | MIROAD RELOC | | Offia t | |
| | | for concurrent act ighway Contract S | | TED MINIMUM T | UIAL | Days |
| L | | | | ······································ | | |
| D. S | pecial Notai | tion(s) to be inclu | led in Highway Co | ntract Special Prov | risions: | |
| [] | | | | | | |
| - [| | | | | | |
| | | | | | | |
| Е. Т | his ACIENC | Y proposes to con | amoneo actual edo | cation and/or adiu | stment work: (Check | ana) |
| | | | | | be% complete | |
| | precons | truction conference | æ. | a resociation situate | os — 70 compact | By date of |
| | J concurr Concurr | ently with project ently with comme | advertisement. neement of highwa | ay construction. | | |
| eri. 1 | | | | | .1 1110 | |
| The abov furnished | e data is n for inforn | ased on construc- rational purposes | tion plans and set only. This AGE | nedules prepared 1 NCY is not respon | oy the DEPARTMENT sible for circumstances | i, and, therefore, is beyond its normal |
| control. | However, | the AGENCY wil | l endeavor to fully | cooperate with the | he DEPARTMENT, an Y'S Field Representati | d its Contractor, in |
| | no project. | right of way as ex | pedicionsiy as pos | sinc. The AGENG | Telephone Number | r: |
| SUBMIT | FED FOR T | | | | Date: _ | |
| | | | | | | |
| 17TA ARI | 1911/13/12/17 2 | APPROVAL BY: . | Distri | et Utility Engineer | ——— Date: _ | |

No.: 911

Page 2

FORM 722-06 7-77 PAGE 1 OF 1

Engineering

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS

| PAGE 1 OF | 1 | UTILITY/RAILROAD ESTIMATE SUMMARY | | | | | | | |
|-------------|-----------|-----------------------------------|------------------|---------------------|----------------------|---------|--|--|--|
| COUNTY | SECTION | UTILITY JOB NO. | STATE ROAD NO. | COUNTY NAME | PARCEL & R/W JOB NO. | FAP NO. | | | |
| | | | | | 1 | | | | |
| | | | | AGENCY | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| A. <u>T</u> | YPE OF WO | RK ESTIMATED: | [Mark "X" in app | ropriate box (es).] | | | | | |

Item(s)

Relocation/

Installation

| () () () () () | () Lump () Third I () Broad | Party Contract | |
|--|--|-----------------------------|-------|
| ESTIMATE SUMMARY: //f mo. | re than one work order-compl | ete "Total" Column.] | |
| Item(s) | Job or Work Order No. (| Job or Work Order No. () | Total |
| Preliminary Engineering R/W (Acquisition Only) Construction Engineering Construction Labor Materials & Supplies Materials Handling Charges Transportation & Equipment Contract Construction Watchman/Flagging (RR) Miscellaneous Expense General Overhead Costs (%) CROSS RELOCATION COSTS: | | | |
| Credits (-) Salvage * Betterment * Expired Service Life * Nonreimburgable | | | |
| TOTAL CREDITS: | (| | () |
| TOTAL REIMBURSABLE COSTS: | | | |
| *% To be Applied to Final Billing for Gredita Due Project. | <u>(</u> | %) (%) | |

SUBMITTED FOR THE AGENCY BY: ____ DATE: ___

No.:

912

Page

1 of 7

| ojem 1 77 AG L 1 | | | STATE OF PLOTICA PERAPTMENT OF THANSPORTATION DIVISION OF ROAD OPERATIONS | | | | | | | |
|------------------------|--|--|---|--|--|--|--|--|--|--|
| | | | | LAOAD CSGMARE SUMMARY | | | | | | |
| (O)16 | 79 100 11 1 | CHIPS CHIC | STATE RUAD HO. | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ | | | | | | |
| 10 | 320 | C/112 | 400 | | | | | | | |
| | | ing rate per to the services of the desired desired to | Blue F | Name Cas Corporation | | | | | | |
| | TYPE CV W | OPU LATIMATUDE | [Mark "X" in apprepriate box(es).] | | | | | | | |
| | Englin | eccing | Relucation/ Installation | Hem(v) | | | | | | |
| | Ç | x) | (x) | Force Account | | | | | | |
| | (|) | () | Lump Sum Third Party Cont.act Broad Gaege DOT Administered Contract | | | | | | |
| | (|) | () | | | | | | | |
| | (| > | () | Other | | | | | | |
| Ĺ | | | | | | | | | | |
| | Construction Materials & : Materials Ha Transportati Contract Con Watchman/F Miscellaneou General Ocea (N/A) | ition Only) chagineering chabor supplies edding Charges on & Equipment netro tion chaging (PR) is Expense chead Costs | No. (| 00.00 80.00 7A 7A 7A 7A 7A | | | | | | |
| | ^e Expi | ger oment red Service Life reintbursable | N/A 4,131 2,08 N/A | 5.41 33.03 | | | | | | |
| | TOTAL CRI | DITS: | (6,218 | 8.19) () | | | | | | |
| | TOTAL REI | MBURSABLE COST | ·: <u>7,98</u> | 88.78 | | | | | | |
| | 1 | 'o be Applied to Ind Hilling for Credi Lie Project, | (h3.770 | o %) (%) | | | | | | |

SUBMITTED PORTHE AGENCY BY: N. O. Match
Director of Operations DATE: 5-5-80

BLUE FLAME GAS CORPORATION Project 10320-6412 May 5, 1980

The distribution mains of the Corporation consist primarily of cast iron pipe. These are equipped with Bell and Spigot joints made up with yarn and cement. These joints will stand up very well in a low and medium pressure gas system such as the subject location as long as the piping is not disturbed.

Please note that whenever an item calls for the encasement of a cast iron main crossing under the Expressway, we state time and again that cast iron gas mains cannot be encased if they are of the Bell and Spigot type joint. We are actually speaking from forty years of experience in this type of work. A cast iron main, during construction, must not only be aligned before it can be yarned and cemented, but must first be fully tamped around the pipe so that the pipe will not settle after the cement is set in the joint. It would be impossible to slip this type of pipe through a casing or vice versa, slip a casing over this type of pipe without breaking the joints loose, thus creating a serious hazard.

We have examined the possibility of first leak clamping each joint, speaking primarily of the Dresser type Bell Joint clamps which are used by all large gas utilities when leaks develop. They are expensive to use but, then again, when you consider that you will have to use a much larger casing due to the size of the clamps, also, that you still cannot support the pipe properly without having the joint develop a leak, it is far less expensive to install a steel pipe within a steel casing. We would certainly rather have our cast iron mains in the ground, if it were at all possible, because of their long life and the lack of corrosion problems.

After analyzing all the different methods, we believe that our proposal of using a steel pipe within a steel casing is by far the least expensive. We would also like to call to your attention that the abandoning of the old cast iron gas mains in the ground, as we recommend, is the least expensive by far. This is supported by the attached exhibit.

A question might be raised of why we abandon a cast iron line crossing the Expressway when we have to cut a trench for the new facilities anyway. The reason for this is that we have to leave the old line in service while installing a new one. Most of the time we have to lower our facilities to clear ditches, etc., on both sides of the Expressway anyway so install our new lines in close proximity to our old lines. When the final tie-in is made, it is done at a time when the gas send-out is at a minimum.



Project #3412

For Construction Estimate

A $6^{\prime\prime}$ cast iron line crosses the Expressway at Station 500+15. In enticipating the increase in future gas loads in the area on the north side of the Expressway, we are proposing to install a new $8^{\prime\prime}$ sceel gas main encased in a $12^{\prime\prime}$ steel casing. The $6^{\prime\prime}$ cast iron pipe will be abandoned in place as it is too costly to remove for salvage purposes.

| | <u>Pipe</u> | Misc. Materials | Labor | Engr. | <u>Overhead</u> | Total |
|---|-------------|--------------------|---------------|--------------------------|------------------------|-----------|
| 237' 12" steel casing | \$1,327.20 |) | 3,081.00 | 497.70 | 547.24 | 5,503.14 |
| 275' 8" steel pipe | 1,375.00 |) | 2,750.00 | 412.50 | 515.63 | 5,053.13 |
| 20 casing insu- lators | | 440.00 | 200.00 | 45.00 | 54.00 | 739.00 |
| 2 8"x 12" casing seals | | 36.90 | 24.00 | 6.00 | 7.20 | 74.10 |
| 2 pasing paradles | | 36.90 | 24.00 | 6.00 | 7.20 | 74.10 |
| 2 8" lubricated valves | | 600.00 | 300.00 | 96.00 | .15.20 | 1,111.20 |
| 4 80 flanges & bolts | | 60.00 | 39.00 | 9.00 | 10.80 | 118.80 |
| 2 6"x8" cast to steel insulat.cpl | gs | 82.00 | 70.00 | 15.00 | 18.00 | 185.00 |
| 4 8" welding el- bows | | 140.00 | 95.00 | 15.00 | 18.30 | 268.00 |
| 2 valve boxes | | 60.00 | 25.00 | 7.00 | 8.40 | 100.40 |
| 2 casing vents | | 62.00 | 62.00 | 12.00 | 14.40 | 150.40 |
| Make tie-ins | | 110.00 | 300.00 | 55.00 | 66.00 | 531.00 |
| Replace paving | | 100.00 | 130.00 | 34.00 | 35.00 | 299.00 |
| | | | | | Total | 14,207.27 |
| Cost to remove ground and hau Salvage value | l it to th | ne Scrap Yar | d - 2751 x \$ | 23.00 | \$6,325.00 2,062.50 | |
| | | Exces | s cost over | sal vage value | 4,262.50 | |

No.:

912

Page 4

Project #3412

"Like-For-Like" Estimate

(For Comparative Purpose Only)

A 6" cost iron gas line crosses the Expressway at Station 500 + 15. This line will have to be replaced with a $6^{\prime\prime}$ steel pipe encased within a $10^{\prime\prime}$ steel casing. The 6" cast iron pipe will be abandoned in place as it is too costly to remove for salvage purposes.

| | Pipe | Misc. Materials | Labor | Engloser | 0verhead | Total |
|---|----------|---------------------|----------|----------------|----------|----------------------------|
| 237' 10" casing | \$929.60 | | 2,571.00 | 431.65 | 518.00 | 4,450.75 |
| *275' 6" steel pipe | 1176.00 | | 1,169.00 | 219.86 | 263.85 | 2,828.71 |
| 20 casing insulat. | | 366.67 | 200.00 | 40.00 | 48.00 | 654 .67 |
| 2 6" x 10" casing seals | | 23.06 | 26.60 | 4.80 | 5.76 | 60.76 |
| 2 6" lubricated valves | | 312.50 | 225.00 | 56.45 | 67.75 | 661 .70 |
| 4 6" flanges & bolt | | 43.64 | 39.00 | :7.54 | 9.05 | 99.23 |
| *2 6" cast to steel insulat. couplings | | 54.67 | 46.60 | 10.00 | 12.00 | 123.27 |
| #4 6" welding elbows | | 105.00 | 95.00 | 13.00 | 15.60 | 228.60 |
| 2 valve boxes | | 60.00 | 25.00 | 7.00 | 8.40 | 100.90 |
| 2 casing vents | | 62.00 | 62.00 | 12.00 | 14.40 | 150.40 |
| *Make tie-ins | | 73.3 ¹ 4 | 240.00 | 46.15 | 55.38 | 414.87 |
| *Replace paving | | 100.00 | 130.00 | 34.00 TOTAL | 35.00 | <u>299.00</u> 10,071.86 |

Cost to remove 275 feet of 6" cast iron pipe from the ground and haul it to the Scrap Yard 6,325.00 275' x 23.00

Salvage value of 275' 6^{ii} weighing 8.250# 0.25 per 1b. Excess cost over salvage value

2,062.50 \$4,262.50

^{*} Indicates items of construction required in a replica system, \$3,894.45. Balance of \$6,177.41 indicates betterments required by highway construction.

No.: 912 Page 5

"EXHIBIT A"

Explanation and Computation for Determining Betterment Credit

The Corporation elects to replace the existing 6-inch gas main with an 8-inch carrier main to meet the anticipated increase in gas demand.

Net Relocation Cost (8" main)

\$14,207.27

Net Relocation Cost (6" main)

10,071.86

Estimated Betterment Credit

4,135.41

"EXHIBIT B"

Computation for Determining Expired Service Life Credit

The existing 6-inch cast iron line was installed in Ap :1, 1957. The future remaining life for this type main would be for an indulinite period as long as the main could be allowed to remain undisturbed. Cur depreciation schedules allow a 65-year life for this type of installation; however, due to anticipated opsolescence the estimated remaining life f an engineering standpoint is 20 years.

Total Relocation Cost

\$14,207.27

Deduct: Betterment fredit

(Company Option)

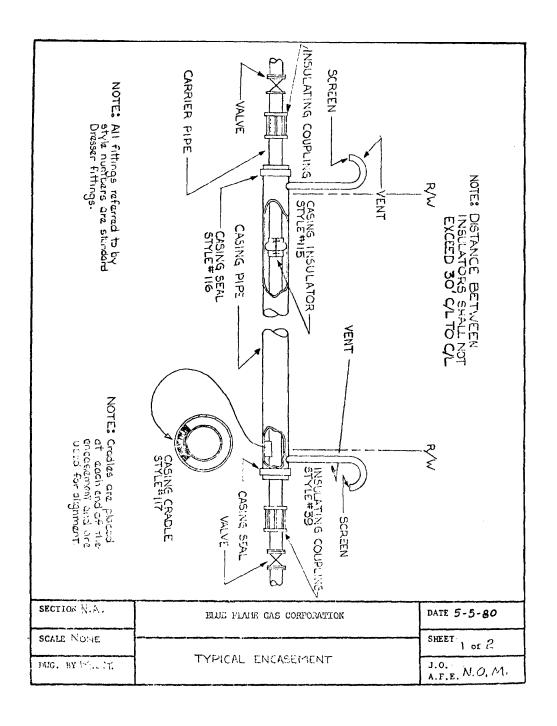
4,135.41

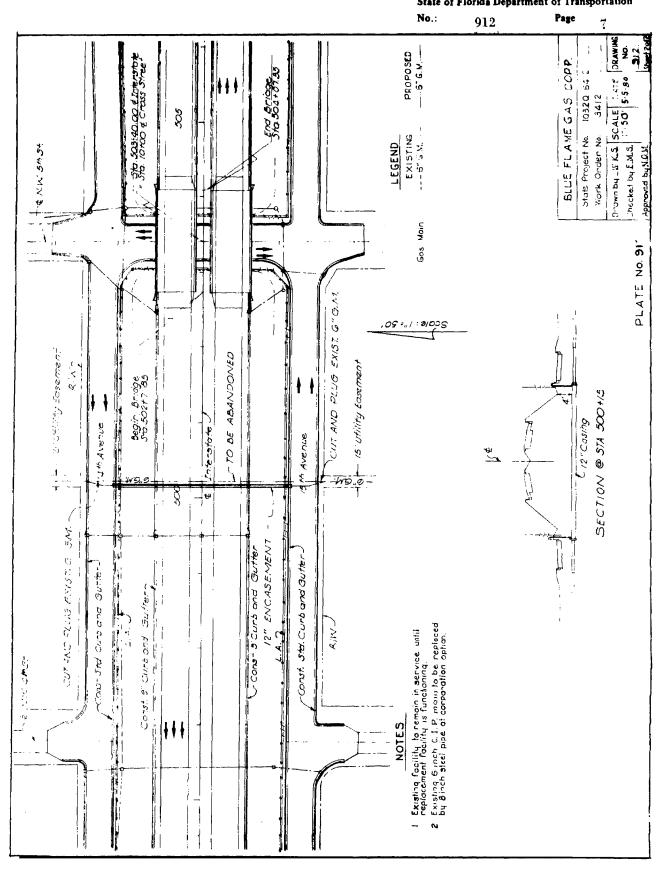
Betterment Credit

(Expressway Option) <u>6,177.41</u> Replacement Cost

Expired Service Life Credit = $\frac{23}{43} \times 3,894.45 = $2.083.08$

No.: 912 Page





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No.:

Page 1 of 12

PORM 722-04 7-77 PAGE 1 OF 1

STATE OF PLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS

UTILITY/RAILROAD ESTIMATE SUMMARY

| COUNTY | SECTION | UTILITY JOB NO. | STATE HOAD NO. | COUNTY NAME | PARCEL | & R/W JOS NO. | FAP NO. | | |
|--------|---------|-----------------|----------------|-------------------|--------|---------------|---------------|--|--|
| 78 | 080 | 6403 | 9 | St. Johns | T 1 | N/A_ | 1-95-5(20)380 | | |
| | AGENCY | | | | | | | | |
| | | | OHM ELE | CTRIC COMPANY, II | NC. | | | | |

| TYPE OF WORK FSTIMATED: | [Mark A III 6 | appropriate box (es).] | |
|---------------------------|-----------------------------|---|--|
| Engineering | Relocation/ Installation | Item(s) | |
| (X) () () () | (x) () () | Force Account Lump Sum Third Party Contract Broad Gauge DOT Administered Contract Other | |

| Item(s) | Job or Work Order No. (XL-150) | Job or Work Order | Total |
|------------------------------------|-------------------------------------|-------------------|-------|
| Preliminary Engineering | \$ 610.00 | | |
| R/W (Acquisition Only) | N/A | | |
| Construction Engineering | N/A | | |
| Construction Labor | 4.759.21 | | |
| Materials & Supplies | 8,081.79 | | |
| Materials Handling Charges | N/A | | |
| Transportation & Equipment | 798.00 | | |
| Contract Construction | N/A | | |
| Watchman/Flagging (RR) | N/A | | |
| Miscellaneous Expense | N/A | | |
| General Overhead Costs ('N/A %) | 611.54 | | |
| GROSS RELOCATION COSTS: | 14,860.54 | | |
| Credita (-) | 1,459.30 | | |
| Salvage | 1,396.70 | | |
| * Betterment | 4.086.20 | | |
| * Expired Service Life | N/A | | |
| * Nonreimbursable | 117.11 | | |
| TOTAL CREDITS: | (6,942.20) | () | (|
| TOTAL REIMBURSABLE COSTS: | 7,918.34 | | |
| *% To be Applied to | | | |
| Final Billing for Credits | (40.913 %) | (. %) | |
| Due Project. | 30) | 1 //) | |

| SUBMITTED FOR THE AGENCY BY: | Mr. A. C. Amphere Transmission Engineer | DATE: | 5-5-80 |
|------------------------------|---|-------|--------|
| | Transmission Engineer | | |

\$ 1,396.70

"EXHIBIT A"

Explanation and Computation for Determining Betterment Credit

The Company elects to replace the existing circuit of #2 ACSR conductors with 4/0 ACSR conductors of increased current carrying capacity. This constitutes a betterment and the following credit will be given:

Net Relocation Cost (4/0 ACSR Circuit)

\$ 14,860.54 Salvages (1,459.30) Temp. Reloc. (3,190.23 \$ 10,211.01

Net Relocation Cost (2 ACSR Circuit)

\$9,051.78
Salvage (237.47) \$ 8,814.31

Estimated Betterment Credit

"EXHIBIT B"

Computation for Determining Expired Service Life Credit

The existing 2 ACSR circuit has been in service for 18 years and has a remaining life expectancy of 15 years. The Company elects to use new materials for the relocation; therefore, extended service life will be given.

| Total Re | location Cost | | \$ 14,860.54 |
|------------------|---|------------------------|-----------------|
| Deduct: | Betterment Credit Temp. Relocation | \$1,396.70 3,190.22 | |
| | Cost of Removal | 1,237.22 | |
| | Salvage Handling Extra Cost (See Exhibit C) | 26.12 1,518,92 | (7,369.18) |
| | Extra cost (see Extrate C) | 1,510.52 | (7,303.10) |
| Replacement Cost | | | \$7,491.36 |

Expired Service Life Credit = $\frac{18}{33}$ × \$7,491.36 = \$4,086.20

"EXHIBIT C"

Extra Cost of Relocation

| | Materials | Labor |
|---------------------------------|-----------|----------|
| Additional and taller poles | \$ 357.53 | \$142.20 |
| Additional conductor | 1.22 | 17.26 |
| Additional guys | 97.92 | 297.00 |
| Additional crossarms and braces | 25.45 | 157.32 |
| Additional minor material | 40.00 | 98.47 |
| Additional insulators | 103.12 | 182.43 |
| | \$625.24 | \$898.68 |
| | | |

Total Extra Cost of Relocations

\$1,523.92

Page 3

No.:

913

TITLE: 1-95 SHEET: 1 OF 3 SUMMARY PROJECT NO: XL-150 DATE: 5-5-80 (Permanent and Temporary Relocation) MAN OR TRUCK PAYROLL HOGRS. COST TOTAL A. Supervisory & 22 Preliminary Eng., Office Freliminary Eng., Field Preliminary Eng., Survey Office Sub-total_ 198.00 B. Construction, Operating (including foreman) 48 Supervisory Field Engineering 27 General Engineering 10 Right-of-Way, Survey -Sub-total 85 777.92 C. Operating Line Crew 240 Pole Hauling Crew Labor 15 Underground Crew 35 Other Crews Sub-total 290 2,337.40 D. TOTAL (Operating - Office - Supervisory)
II. TRANSPORTATION & EQUIPMENT 3,313.32 90 Line Truck Bucket Truck 10 Pole Haul Truck 5 Service Truck Backhoe -Engineering Cars 36 Supervisory Cars 6 2 Miscellaneous Equipment 149 33. 0 Sub-total. 533.40 TOTAL Transportation & Equipment Expense III. MISCELLANEOUS EXPENSES TOTAL Miscellaneous IV

| IV. | MATERIALS | | | _ |
|-----|-------------------|-----------------------------------|-------------|-------------|
| | | Stores lague, nev | 5,301.08 | |
| | | Salvage (credit) | (-)237.47 | } |
| | | Sub-total | 5,063.61 | |
| | | Material Handling, new | 583.12 | 1 |
| | | Material Handling, salvage | 26.12 | |
| | TOTAL | | | 5,672.85 |
| ٧. | ADMINISTRATIVE & | GENERAL COSTS | | |
| | | Fringe (ins. Pension Costs) | 175.61 | |
| | | Payroll Tax | 99.40 | |
| | | Temporary Relocation | 3,190.22 | |
| | | Betterment & Expired Life Credits | (-)4,927.52 | |
| | TOTAL | General Costs | 416.44 | (-)1,045.85 |
| VI. | GRAND TOTAL ESTIN | MATED COSTS | | 8,473.72 |

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Sheet 2 Of 3 Estimate of Materials Required - ReMONAN (Strike One) New Materials _____ Work order XL-250 F.A. Project T-95-5(20)380
Section No. 78080-6403
State Road 9
(Including Betrerment & excluding Plan Sheet NO. Date 5-5-80 Sta. No.

| oles, Size 30' coles, Size 35' coles, Size 40' coles, Size 40' coles, Size 50' coles, Size 60' coles, Size 60' crossarms, 4 Pin crossarms, 6 Pin crossarms, 9' crossarms, 9' crossarms, 9' DE crossarms, 10' | 21030 21035 21040 21047 | QUAN- FITY 2 | COST OF MATERIAL 130.04 | TTEM | CODE | 1, 1 | COST OF |
|--|--|--------------------|---|---------------------------------|--|------------------|----------|
| Poles, Size 35' Poles, Size 40' Poles, Size 40' Poles, Size 50' Poles, Size 60' Prossarms, 4 Pin Prossarms, 6 Pin Prossarms, 9' Prossarms, 9' Prossarms, 9' DE | 21035 21040 | | 130.04 | | | 1111 | MATERIAL |
| Poles, Size 40' Poles, Size 40' Poles, Size 50' Poles, Size 60' Poles, Size 60' Prossarms, 4 Pin Prossarms, 6 Pin Prossarms, 9' Prossarms, 9' Prossarms, 9' DE | 21040 | | | Cutouts 151 v 100 Aug | 28229 | | |
| Poles, Size LT' Poles, Size 50: Poles, Size 60' Prossarms, 4 Pin Prossarms, 6 Pin Prossarms, 9' Prossarms, 9' Prossarms, 9' DE | | | | Cutouts 15Ky 200 Amp | 28232 | - | |
| Poles, Size 50: Poles, Size 60: Prossarms, 4 Pin Prossarms, 6 Pin Prossarms, 9: Prossarms, 9: DE | 21067 | 1 | 103.30 | Cutouts Kv Amp | <u> </u> | | |
| rossarms, 4 Pin rossarms, 6 Pin rossarms, 9 Pin rossarms, 9 DE | 1 41027 | 2 | 252.34 | Arresters B.v | 77050 | | |
| rossarms, 4 Pin rossarms, 6 Pin rossarms, 9' rossarms, 9' DE | | 2 | 339.90 | Arresters 10Fv | 1.7068 | | |
| rossarms, 6 Pin rossarms, 9' rossarms, 9' DE | <u> </u> | | 457.78 | Arresters 15Kv | 7070 | | |
| rossaras, 9° DE | 21140 | | | Cable | | | |
| rossaras, 9' DE | 21160 | | | Wire - Copperweld | 16908 | | |
| rossaras, 9' DE | 21200 | 7 | 84.00 | Wire - Copper | | | |
| rossarms 10' | 21220 | 8 | 160.00 | Wire - Copper | | | |
| | 21350 | | | Wire - AAC | 1 | | |
| race X-Arm, 28" Steel | 21170 | 7 | 16.73 | Wire - AAC | 1 | | |
| race X-Arm, 56" Wood | 27185 | 8 | 45.52 | Wire - AAC | 1 | | |
| race X-Arm, 60" Wood | 27190 | | 2-2- | Wire - ACSR #4/0 | 1 | 9,000 | 2,700.00 |
| race X-Arm,72" Wood | 27195 | 1 | ··· | Wire - ACSK | | 1 | |
| iberglass Standoff | | | | Anchor 10" | 27025 | 6 | 71.78 |
| ert. L. P. Insul. 25M | 28430 | | | Anchor Double Helix | 27026 | 1 | |
| ert. L. P. Insul. 69kv | | | | Anchor Triple Helix | 27028 | † | |
| orz. L. P. Insul. 35Kv | 1 | | | Anchor Extension | 27048 | 2 | 30,58 |
| orz. L. P. Insul. 69Kv | 1 | | - · · · · · · · · · · · · · · · · · · · | Down Guy Assy 1/4" | 1 | 10 | 105.00 |
| orz, L. P. Insul 138:v | | | | DOWN GUY ASSV 174 | † | ' | 102.00 |
| orz. L. P. Insul. 200Kv | | | | Guy Wire 1/4" | 72801 | 260 | 39.00 |
| iberglass Strain Insu | | | | Cuy Wire 3/8" | 72805 | 6 | 52.14 |
| ine Post Clamps | 1 | | | Cuy Protector | 29210 | i | 29.12 |
| The Post Clamps | | - | | Ground Rods 10' | 29325 | 1 | |
| nsyl, Brn, Small DE | 28455 | 10 | 8.80 | Ground Rods 10 | :5327 | | |
| nsul. Brn. Large DE | 28460 | | , | Communications Cable | | | |
| nsul.,Brn, 4" Disc | 28565 | | | | | | |
| nsul.,Brn, 6" Disc | 28566 | 42 | 172.62 | | | | |
| nsul; Brn, 10" Disc | 28570 | | | | | | |
| nsul. 10Ky Pin Type | 28473 | 45 | 116.10 | | } | | |
| nsul. 5Kv Pin Type | 28500 . | | | | | | |
| nsul., Side Spools | 28510 | 13 | 5.72 | | | 1 | |
| ngle Pins | 29081 | 1.2 | 38.52 | | 1 | | |
| teel Pins | 29105 | 33 | 57.09 | | 1 | 1 | |
| ole Top 15" | 29120 | | | | 1 | 1 | |
| ole Top 18" | 29121 | | | | 1 | 1 | |
| yonet 7' | 27145 | | | | | 1 | |
| ck, 1 Wire | 29233 | | | | | 1 1 | |
| ck, 3 Wire | 29235 | | | | 1 | † | |
| ack, 4 Wire | 29245 | | | | 1 | 1 | |
| | 47743 | | | History Manageria | | | 285.00 |
| tirrup ot Line Clamp | | | | Minor Materials Total Materials | | 1 | 5,301.08 |

No.:

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| (Excluding Temp. Relocation) | Estimate of Materials | Sheet 3 Of 3 |
|------------------------------|---|-------------------|
| New Materials | Required - KKMKKXX (Strike One) F.A. Project 1-95-5(20)380 | Work order XL-150 |
| Plan Sheet NO. | Section No. 78080-6403 | Date 5-5-80 |
| Sta. No. | State Road9 | |

| 1 TEM | CODE NO. | QUAN- TITY | COST OF | LTEM | CODE 140. | 2(A) | COST OF |
|---|-------------|---------------|--|----------------------|--|--|---------------------------------------|
| Poles, Sine 301 | 21030 | | | Cutouts 15EV 100 Amp | 28229 | | |
| Poles, Size 35' | 21035 | | | Cutouts 15ky 200 Amp | 28232 | | |
| Poles, Size 40' | 21040 | 6 | 45.66 | Cutouts Fv Amp | | | |
| Poles, Size 45' | 21047 | 1 | | Arresters HV | 7050 | | |
| Poles, Size | | | | Arresters 100v | 77068 | | |
| Poles, Sine | | | | Arresters 15Kv | 27070 | | |
| Crossarus, 4 Pin | 21140 | | | Cable | | | |
| Crossarms, 6 Pin | 21160 | | | Wire - Copperweld | 36908 | | |
| Crossarms, 9' | 21200 | 8 | 7.68 | Wire - Copper | 1 | | |
| Crossaras, 91 DE | 21220 | | | Wire - Copper | | | |
| Crossarms, 101 | 21350 | | | Wire - AAC | | | |
| Brace X-Arm, 28" Steel | 21170 | 8 | 5.20 | Nice - AAC . | | 1 | |
| Brace X-Arm, 56" Wood | 27185 | | | Wire - AAC | 1 | 1 | |
| Brace X-Arm, 60" Wood | 27190 | | | Wire - ACSR #2 | † — | 8980 | 66.4 |
| Brace X-Arm,72" Wood | 27195 | | | Wire - ACSR | | 2 | 21.36 |
| Fiberglass Standoff | | | | Anchor 10" | 27025 | | |
| Vert. L. P. Insul. 25KV | 28430 | 1 | ······································ | Ancher Double helix | 27026 | 1 | ····· |
| Vert. L. P. Insul. 6%v | | | | Anchor Triple Helix | 27(H | 1[| |
| iorz. L. P. Insul. 35Kv | | | | Anchor Extension | 270/8 | 1 | |
| dorz, L. P. Insul, 69(v. | | | | Down Guy Assy 1/4" | | 4 | 9.32 |
| Horz, L. P. Insul, 138Ky | | | | | | | |
| Horz. L. P. Insul. 230kv | | | | Cuy Wire 1/4" | 7 | | |
| Fiberglass Strain Insu | | 1 | | duy Wire 3/8" | 72805 | 7 | |
| ine Post Clamps | | | | Cuy Protector | 29210 | , 2 | 4, 80 |
| 1 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 | | | | Ground Rods (0) | 29325 | l i | 7.80 |
| lpsul, Brn, Small DE | 28455 | | | | | | |
| I ns ul, Brn, Large DE | 28460 | | | Communications Cable | | T | |
| Insul, Brn. 4" Disc | 28565 | | | | | | |
| Insul., brn, 6" Disc | 28566 | | | | | | |
| Insul, Brn, 10" Disc | 28570 | 24 | 17.04 | | | | |
| Insul. 10Kv Pin Typr. | 28473 | | | | | | |
| Insul. 58v Pin Type | 28500 | | | | | | |
| Insul,, Side Spools | 28510 | 8 | 1.28 | | 1 | | |
| Angle Pins | 29081 | 1 | | | 1 | 1 | |
| Steel Pins | 29105 | 24 | 14.88 | | | | · · · · · · · · · · · · · · · · · · · |
| Pole Top 15" | 29120 | 1 | | | | | |
| Pole Top 18" | 29121 | | | | 1 | 1 | |
| Sayonet 71 | 27145 | | | | | | |
| lack, l Wire | 29233 | | | 1 | | 1 | |
| Rock, 3 Wire | 29235 | | | | 1 | 1 1 | |
| Rack, 4 Wire | 29245 | | | | 1. | 1 | |
| Stirrup | . / 6.77 / | | | Minor Materials | | | 36.00 |
| ot Line Clamp | | | | Total Materials | | 1 | 237.47 |

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| JEC | T NO: XL-150 | Temporary Relocation | SHEET: 1 | | |
|----------|--------------------------------|--|--------------------|--|-------------|
| | | | DR117. | | |
| | | | MAN: OF | ? | |
| | | | TRUCK | • | |
| • _ | PAYROLL | | HOURS | COST | TOTAL |
| | A. Supervisory & | Preliminary Eng., Office | 6 | | |
| | Office | Preliminary Eng., Field | | | |
| | | Preliminary Eng Survey | | 1 | |
| | | Sub-total | 1 6 | 54.00 | |
| 1 | B. Construction, | Operating (including foreman) | 25 | | |
| | Supervisory | Field Engineering | 14 | + | |
| | | General Engineering | 4 | | |
| | | | | | |
| | | Right-of-Way Survey | | | |
| | | Right-of-Way, Survey Sub-total | 43 | 1 307 50 | |
| | C. Operating | | | 397.52 | |
| • | Labor | Line Crew Pole Hauling Crew | 128 | + | |
| | | Underground Crew | - ° - | + | |
| | | | | + | |
| | | Other Crews Sub-total | 148 | 1 102 00 | |
| | | | 1 140 | 1,192.88 | 1,644 |
| | TOTAL (C TRANSPORTATION & I | Operating - Office - Supervisory) | | | 1,044 |
| - | HOMEST ON INTION & | | 1 1.0 | | |
| | | Line Truck Bucket Truck | 48 | | |
| | | Pole Haul Truck | 1 2 | - | |
| | | | | - | |
| | | Service Truck Backhoe | | | |
| | | | 16 | | |
| | | Engineering Cars | | | |
| | | Supervisory Cars | 4 2 | | |
| | | .Miscellaneous Equipment | | | |
| | | Sub-total | 1 74 | 264.60 | |
| | | tansportation & Equipment Expense | | | 264 |
| - 2 | ISCELLANEOUS EXPI | ENSES | | | |
| | | | | | |
| | | | | | |
| | ተሰተል፣ ህ | iscellancous | | | |
| V | MATERIALS | TOCCITATIONS | | | |
| - | | | | 1 706 21 | |
| | | Stores Issue, new | | 1,786.21 | |
| | | Salvage (credit) Sub-total | | -)1,221.83 | |
| | | ************************************** | | 564.38 | |
| | | Material Handling, new | | 196.48 | |
| | | Material Handling, salvage | | 188.78 | A 1. A |
| | TOTAL | | | | 949 |
| | DMINISTRATIVE & C | | | | |
| <u>^</u> | | Frince (ins. Pension Costs) | | 87.15 | |
| _ | | | | | |
| _ | | Payroll Tax | | 49.33 | |
| _ | | General Costs | | 49.33 195.10 | |
| _ | | | s | | 331 |

No.: 913 Page 7

| | (Temporary Relocation) Estimate of Materials | Sheet 2 Of 3 |
|-----------------|---|-------------------|
| New Materials | Required - Managagak (Strike One) | Work order XL-150 |
| Plan Shee't NO. | F.A. Project 1-95-3(20)380 Section No. 78080-703 | Date 5-5-80 |
| Sta No | State Road 9 | |

| Sta. No. | | 31 | ate Road | 7 | | | |
|---------------------------|-------------|--|-------------|----------------------|---------------|--|-------------|
| 1 TEM | CODE NO. | QUAN- TITY | COST OF | 1 TEM | copi to, : | 212.; 211; | COST OF |
| Poles, Size 30' | 21030 | | _ | Cutouts 15hv 100 Aug | 28229 | | |
| Poles, Size 351 | 21035 | <u> </u> | | Cutouts 15ky 200 Amp | 28232 | | |
| Poles, Size 40' | 21040 | | | Cutouts Nv Amp | | | |
| Poles, Size 451 | 21047 | 1 | | Arresters 3FV | 17050 | 1 | |
| Poles, Size 501 | | 2 | 339.90 | Arresters 10FV | 1.7068 | | |
| Poles, Size | | | | Arresters 15Kv | 27070 | | |
| Crossarus, 4 Pin | 21140 | | - | Cable | <u> L :</u> | 11 | |
| Crossarms, 6 Pin | 21160 | | | Wire - Copperweld | 16908 | | |
| Crossarms, 9' | 21200 | 12 | 144.00 | Wire - Copper | | <u> </u> | |
| Crossarms, 9' DE | 21220 | | | Wire - Copper | | | |
| Crossarms, 10' | 21350 | | | Wire - AAC | | | |
| | 21170 | 12 | 28.68 | Wire - AAC | | | |
| Brace X-Arm, 56" Wood | 27165 | | - | Wire - AAC | 1 | | |
| Brace A-Arm, 60" Wood | 27190 | | | Wire - ACSR #2 | 1 | 23501 | 542.85 |
| Brace X-Arm,72" Wood | 27195 | | | Wire - ACSK | I | | |
| Fiberglass Standoff | | | | Anchor 10" | 27025 | 8 | 122.32 |
| Vert. L. P. Insul. 25M | 28430 | | | Anchor Double Helis | 27026 | | |
| Vert, L. P. Insul, 69Kv | 28583 | | | Anchor Triple Helix | 27028 | | |
| lorz, L. P. Insul, 35/v | 28435 | | | Anchor Extension | 27(-3 | 2 | 30.58 |
| Horz, L. P. Insul, 69KV | | | | Down Guy Assy 1/4" | T - | 16 | 168.00 |
| Horz, L. P. Insul, 138Kv | | | | | T - | | |
| torz, L. P. Insul, 230Kv | 28589 | | | duy Wire 1/4" | 7280 i | | |
| Fiberglass Strain Insu | | | | duy Wire 3/8" | , , · | | |
| line Post Clamps | | | | Guy Protector | 29210 | , 8 | 69.52 |
| | | | | Ground Rods 101 | 29325 | | |
| lpsyl, Brn, Small DE | 28455 | 6 | 5.28 | | | | |
| insul, Brn, Large DE | 28460 | | | Communications Cable | | | |
| Insul., Brn. 4" Disc | 28565 | | | | 1 | 1 | |
| nsul., srn, 6" Disc | 28566 | 36 | 147.96 | | | | - |
| Insul, Brn, 10" Disc | 28570 | | | | 7 |] | |
| Insul. 10Ev Pin Typ | 28473 | 8 | 20.64 | | | | |
| Insul. 5KV Pin Type | 28500 | | | | 1 | | |
| Insul., Side Spools | 28510 | 6 | 2.64 | | | 1 | |
| Angle Pins | 29081 | 1 | | | 1 | 1 | |
| Steel Pins | 29105 | 8 | 13.84 | | 1 | | |
| Pole Top 15" | 29120 | † - 1 | | | | • | |
| Pole Top 18" | 29121 | † 1 | | | | | |
| Bayonet 7' | 27145 | † † | | | | 1 | |
| Rack, 1 Wire | 29233 | † | | | + | 1 | |
| | 29235 | † | | † | + | 1 | |
| Rack, 3 Nire | | | | | + | + + | |
| Rack, 4 Wire | 29245 | + | | N=4 - 1 - 1 | + | | 150.00 |
| Stirrup Hot Line Clamp | | | | Minor Materials | + | ┼┼ | 1,786.21 |
| Hot Line Clamp | Ļ | ┸ | | l'Total Materials | | 1 | 1,700.21 |

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New Materials

Plan Sheet NO.

Temporary Relocation
Estimate of Materials
BOXHAWXXXX - Removal (Strike One)

No.:

F.A. Project 1-95-5(20)380 Section No. 78080-6403 State Road 9

Sheet _ 3 Of 3 Work order XL-150 Date 5-5-80

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| \$ta, №. | | S | tate Road _ | 3 | | | |
|---------------------------|-------------|---------------|-------------|-----------------------|-------------|--------|---------------------------------------|
| 1 TEM | CODE NO. | QUAN- FITY | COST OF | LUEN | CODE 50. | DIA.:- | COST OF 8431 FTA) |
| Poles, Size 30' | 21030 | | | Cutouts 151 v 100 Amp | 28229 | | |
| Poles, Size 35! | 21035 | | | Cutouts 15ky 200 Amp | 28232 | | |
| Poles, Size 40' | 21040 | | | Cutouts Ev Amp | } | | |
| Poles, Size 45' | 21047 | | | Acresters By | 17050 | | |
| Poles, Size 501 | | 2 | 339.90 | Arresters 100v | 77668 | | |
| Poles, Size | } | | | Arresters 15Kv | 7070 | | |
| Crossarms, 4 Pin _ | 21140 | | | Cable | | | |
| Crossarms, 6 Pin | 21160 | | | Wire · Copperweld | 36908 | 11 | |
| Crossarms, 9' | 21200 | 12 | 129.50 | Wire - Copper | | | |
| Crossurus, 9' DE | 21220 | | | Wire - Copper | } | | |
| Crossarms, 10' | 21350 | | | Nire - AAC | | | |
| Brace X-Arm, 28" Steel | 21170 | 12 | 21.51 | Wire - AAC | | | |
| Brace X-Arm, 56" Wood | 27185 | | | Wire - AAC | | | |
| Brace X-Arm, 60" Wood | 27190 | | | Wire - ACSR # 2 | 1 | 2350 | 132.14 |
| Brace X-Arm,72" Wood | 27195 | | | Wire - ACSR | | | |
| Fiberglass Standoff | 1 | | | Anchor 10" | 27025 | 8 | 122.32 |
| Vert. L. P. Insul. 25M | 28430 | | | Anchor Double Helix | 27026 | 1 | |
| Vert. L. P. Insul. 69Kv | | | | Anchor Triple Helix | 27028 | | |
| lorz, L. P. Insul. 35/v | | | | Anchor Extension | P7048 | 2 | 30.58 |
| Horz, L. P. Insul. 69kv | | | | Down Guy Assy 1/4" | 1 | 16 | 126.00 |
| Horz, L. P. Insul, 1381'y | | | | 1 | 1 | 1 | 120,00 |
| Horz, L. P. Insul. 230Kv | | 1 | | Guy Wire 1/4" | 23801 | | |
| Fiberglass Strain Insu | 1 | | ···· | Guy Wire 3/8" | 22805 | | |
| dine Post Clamps | | 1 | | Chy Protector | 29210 | 8 | 69.52 |
| | - | 1 | | Ground Rods 10* | 19325 | | |
| insul, Brn, Small DE | 28455 | 6 | -5.28 | | 1 | | |
| Insul, Brn. Large DE | 28460 | | | Communications Cable | | | |
| nsul, Brn, 4" Disc | 28565 | | | | | | |
| Insul.,Brn. 6" Disc | 28566 | 36 | 147.96 | | | | |
| Insul. Brn. 10" Disc | 28570 | | | | | | |
| Insul. 10Ey Pin Type | 28473 | 8 | 20.64 | | | | |
| insul. 5Kv Pin Type | 28500 | | | | 1 | | |
| insul., Side Spools | 28510 | 6 | 2.64 | | 1 | | · · · · · · · · · · · · · · · · · · · |
| Angle Pins | 29081 | 1 | | | T | | |
| Steel Pins | 29105 | 8 | 13.84 | | T | | |
| Pole Too 15" | 29120 | | | | | 1 | |
| Pole Top 18" | 29121 | | | | 1 | | |
| Bayonet 7' | 27145 | 1 | | | 1 | 1 | |
| Rack, I Wire | 29233 | 1 | | | 1 | 1 | |
| Rack, 3 Wire | 29235 | | | | | 1 | |
| Rack, 4 Wire | 29245 | | | | | 1 | |
| Stirrup | 167697 | | | Minor Materials | 1 | 1 | 60.00 |
| Hot Line Clamp | | | | Total Materials | | | 1,221.83 |

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| ITLE: 1-95 | | SHEET: | OF | |
|----------------------|--|--|--|---------|
| JECT NO: 1-95-5(20)3 | DATE: 5-5-80 | | | |
| | Like-for-Like Replacement (Excluding Betterment) | t Man or Truck | | |
| . PAYROLL | | HOGRS | COST | TOTAL |
| A. Supervisory & | Preliminary Eng., Office | 20 | |] |
| Office | Preliminary Eng., Field | | |] |
| | Preliminary Eng., Survey | | |] |
| | Sub-total | 20 | 180.00 |] |
| B. Construction, | Operating (including foreman) | 43 | 1 |] |
| Supervisory | Field Engineering | 24 | | 1 |
| | General Engineering | 10 | | |
| | Right-of-Way, Survey | | | |
| | Sub-total | 77 | 700.72 | 1 |
| C. Operating | I in Cross | 216 | , , | 1 |
| Labor | Line Crew Fole Hauling Crew | 1 15 | | 1 |
| Du Do! | Underground Crew | | | i |
| | | 25 | | |
| | Other Crews Sub-total | 35 | 0.110.06 | ł |
| | | 266 | 2.143.96 | 3,024.6 |
| | Operating - Office - Supervisory) | · - , · · · · · · · · · · · · · · · · · · · | | 3,024.0 |
| TRANSPORTATION & | | 81 | r | 1 |
| | Line Truck | | | |
| | Bucket Truck | 10 | | |
| | Pole Haul Truck | 5 | | Į |
| | Service Truck | | | |
| | Backhoe | | <u> </u> | į |
| | Engineering Cars | 32 | | |
| | Supervisory Cars | 6 | | |
| | Miscellaneous Equipment | 2 | | j |
| | Sub-total | 136 | 487 20 | |
| TOTAL T | ransportation & Equipment Expense | | | 487. |
| MISCELLANEOUS EXP | · · · · · · · · · · · · · · · · · · · | *** | | · |
| | | | 1 | |
| | | | | |
| | | | | |
| TOTAL M | iscellaneous | | | |
| MATERIALS | | ** * | v. | · |
| | | | 1, 351, 56 | |
| | Stores Issue, new | | 4,354.56 | |
| | Salvage (credit) Sub-total | | -) 237.47 | |
| | | | 4,117.09 | |
| | Material Handling, new | | 479.00 | |
| | Material Handling, salvage | | 26.12 | b 455 |
| TOTAL | | | | 4,622. |
| ADMINISTRATIVE & | GENERAL COSTS | | | |
| | Fringe (ins. Pension Costs) | | 160.31 | |
| | Payroll Tax | | 90.74 | |
| | General Costs | | 429.17 | |
| | Betterment & Expired Life Credit | s | _ | |
| TOTAL | | | | 680. |
| | ATED COSTS | | | 8.814 |
| | ATED COSTS | | | |

No.:

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| Like for Like Replacemen |
|--------------------------------------|
| (Excluding Betterment) New Materials |
| |
| Plan Sheet NO. |

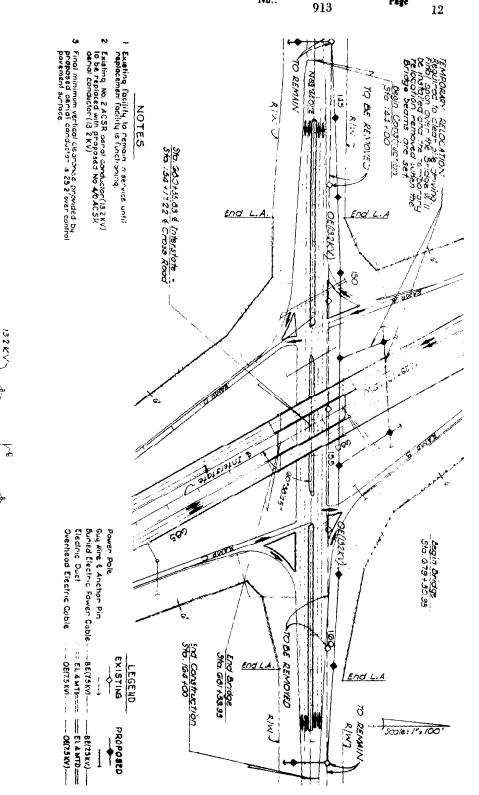
Estimate of Materials Required - Remarkark (Strike One)
F.A. Project 1-95-5(20)380
Section No. 78080-6403
State Road 9 Sheet 2 Of 2 Work order XL-150 Date 5-5-80

| Sta. No. | | | tate Road | <u> </u> | | ate | · |
|--------------------------|-------------|---|-----------|---------------------------------|----------------|--|----------|
| 1 TEM | CODE NO. | QUAN- I'TTY | COST OF | LTEM | CODE |)(A)(- | COST O |
| Poles, Size 301 | 21030 | 2 | 130.04 | Cutouts 15tv 100 Amp | 28229 | 1417 | MATERIA |
| oles, Size 351 | 21035 | | .,,,,,, | Cutouts 15Ky 200 Amp | 28232 | - | |
| Poles, Size 40' | 21040 | | 103.30 | - | 70232 | † | |
| Poles, Size 45' | 21047 | 2 | 252.22 | Cutouts Ev Amp | 0.2050 | - | |
| Poles, Size 50' | 21047 | 2 | 339.90 | Arresters Blv Arresters IOEv | 27050 27068 | } | |
| Poles, Size 60' | | 2 | 457.78 | ' | 1 | 1 | |
| Crossarms, 4 Pin | 21140 | | 7)1.70 | Arresters 15Kv Cable | 7070 | + | |
| Crossarms, 6 Pin | 21160 | | | Wire - Copperweld | 01.000 | | |
| Crossarms, 9' | | 11 | 132.00 | | 36908 | | |
| Crossarms, 9' DE | 21220 | | 132,00 | Wire - Copper | - | + | |
| Crossarms, 10' | | | | Wire - Copper | - | | |
| Brace X-Arm, 28" Steel | 21350 | , , | 26.29 | Wire - AAC | 1 | - | |
| Brace X-Arm, 56" Wood | 27185 | | 20.27 | Wire - AAC | + | - | |
| Brace X-Arm, 60" Wood | 27190 | | | Wire - AAC | | 0000 | 0.070.00 |
| | | | | Wire - ACSR #2 | 1 | 9000 | 2,079.00 |
| Brace N-Arm, 72" Wood | 27195 | | | Wire - ACSK | | | |
| iberglass Standoff | | <u> </u> | | Anchor 10" | 27025 | 6 | 71.78 |
| Vert. L. P. Insul. 25KV | | | | Anchor Double Helix | 27026 | | |
| /ert. L. P. Insul. 6%v | | | | Anchor Triple Helix | 27028 | | |
| lorz. L. P. Insul. 35/v | | | | Anchor Extension | P7048 | | |
| lorz. L. P. Insul. 69KV | | | | Down Guy Assy 1/4" | ļ | 10 | 105.00 |
| lorz, L. P. Insul,138tv | | | | | <u> </u> | <u> </u> | |
| lorz, L. P. Insul, 230Kv | | | | Guy Wire 1/4" | 72801 | 260 | 39.00 |
| Fiberglass Strain Insul | | | | Cuy Wire 3/8" | 72805 | | |
| ine Post Clamps | | | | Cuy Protector | 29210 | 6 | 52.14 |
| | | ļ,I | - 3 Fa | Ground Rods 10 ⁴ | 29325 | 1 | 29.12 |
| nsul, Brn, Small DE | 28455 | 4 | 3.52 | | | | |
| nsul, Brn, Large DE | 28460 | | | Communications Cable | | | |
| nsul, Brn, 4" Disc | 28565 | | 00.71 | | | | |
| nsul.,Brn, 6" Disc | 28566 | 24 | 98.64 | | | | |
| nsul, Brn, 10" Disc | 28570 | 22 | 05.11 | | ļ | | |
| nsul. 10Ky Pin Typ . | 28473 | 33 | 85.14 | | | | |
| | 28500 | | , o. | | <u> </u> | | |
| nsul., Side Spools | 28510 | 11 | 4.84 | | <u> </u> | | |
| ngle Pins | 29081 | 12 | 38.52 | | ļ | | |
| teel Pins | 29105 | 21 | 36.33 | | <u> </u> | | |
| ole Top 15" | 29120 | | | | ļ | | |
| | 29121 | | | | | | |
| | 27145 | | | | | | |
| ack, l Wire | 29233 | | | | | | |
| ack, 3 Wire | 29235 | | | | 1 | | |
| ack, 4 Wire | 29245 | | | | <u> </u> | | |
| tirrup | | | | Minor Materials | | | 270.00 |
| lot Line Clamp | | | | Total Materials | 1 | | 4,354.56 |

Page 11 No.: 913

| TI | TLE: 1-95 | | SHEET: | 1 or 1 | |
|------|---------------------------------|--|----------|----------|----------|
| PROJ | ROJECT NO: 1-95-5(20)380 | | | | |
| | | ************************************* | DATE:5-5 | -60 | |
| | | COST OF REMOVAL | · loc l | | |
| | | (Original Line plus lemp | | | |
| ı. | PAYROLL | | TRUCK | COST | TOTAL |
| •• | | | | 1,051 | TOTAL |
| | A. Supervisory & | Preliminary Eng., Office | 5 | <u> </u> | |
| | Office | Preliminary Eng., Field Preliminary Eng., Survey | | | |
| | | | | 45.00 | |
| | D C | Sub-total (d) | 5 | 45.00 | |
| | B. Construction, Supervisory | Operating (including foreman) | 10 | | |
| | Supervisory | Field Engineering | 14 | | |
| | | General Engineering | | | |
| | | | | | |
| | | Right-of-Way, Survey Sub-total | | | |
| | | Sub-total | 22 | 154.92 | |
| | C. Operating | Line Crew | 72 | | |
| | Labor | Pole Hauling Crew | 3 | | |
| | | Underground Crew | | | |
| | | Other Crews | 14 | | |
| | | Sub-total | 89 | 717.34 | |
| | D. TOTAL (| Operating - Office - Supervisory) | | | 917.26 |
| II. | TRANSPORTATION & | EQUIPMENT | | | |
| | | Line Truck | 27 | | |
| | | Bucket Truck | 4 | | |
| | | Pole Haul Truck | | | |
| | | Service Truck | | | |
| | | Backhoe | | | |
| | | Engineering Cars | 6 | | |
| | | Supervisory Cars | 2 | | |
| | | Miscellaneous Equipment | | | |
| | | Sub-total | 40 | 152 04 | |
| | TOTAL T | ransportation & Equipment Expense | | | 152.04 |
| III. | MISCELLANEOUS EXP | ENSES | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | iscellaneous | | i | |
| IV. | MATERIALS | | | | |
| | | Stores Issue, new | | | |
| | | Salvage (credit) | | | |
| | | Sub-total | | | |
| | | Material Handling, new | | | |
| | | Material Handling, salvage | | | |
| | TOTAL | | | | |
| ٧. | ADMINISTRATIVE & | CENERAL COSTS . | | | |
| | | Fringe (ins. Pension Costs) | | 48.61 | |
| | | Payroll Tax | | 27.52 | |
| | | General Costs | | 91.79 | |
| | | Betterment & Expired Life Credit | s | | |
| | TOTAL | | | | 167.92 |
| VI. | GRAND TOTAL ESTIM | ATED COSTS | | | 1,237.22 |

No.: 012 Page



SECTION @ 679+48

PLATE No. 913

Checked by E. M.S.

Approved by ACA

Charle By M. K.S. SCALE DATE DRAWING

Work Order No. ____XL, 150

OHM ELECTRIC COMPANY INC.

State Project No. ...

78080-6403

1

25.2

1

No.:

914

Page 1 of 7

FORM 722-66

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD ORENATIONS

| PAGE 1 | OFI | | UTILITY/RAILROAD ESTIMATE SUMMARY | | | | | |
|----------|--|--|---|----------------------------|--------------|------------------------------|-------------|---|
| COUN | TV SEC1101 | N I UTILITY JOB NO. | STATE POAD NO. | COUNTY | 1475 | PAHCEL | R/W 303 NO. | FAP NO. |
| 77 | 150 | 6403 | 400 | Seminol | e | 1; | N/A) | T-4-3(10)60 |
| | | | | AGENCY | | | | |
| | | | Dial Teleph | one Corpo | ration | | | |
| Γ | | | and the second section of the second | | | | | |
| ٨. | TYPE OF W | ORK ESTIMATED: | (Mark "X" in app. | ropriate box (e | s).J | | | |
| ļ | | | Relocation/ | 7() | | | | |
| İ | | recring | Installation | Item(s) | | | | |
| 1 |) | X) | (X) | Force Ace | | | | |
| 1 | ì | ý | () | Third Party | | t | | |
| ł | (|) | () | Broad Gaug DOT Admi | | Contract | | |
| | (| Ś | \sim | Other | | | | |
| - 1 | | | | | | | | |
| <u>-</u> | | | | | | | | |
| В. | ESTIMATE | SUMMARY: Of m | nore than one work or | der complete " | Total" C | อไบตาก.] | | |
| 1 | | | Job or Wo | | | work Ord | er | |
| | | Item(s) | No. (ECF | time the same and the same | <u>No. (</u> | - |) | Total |
| ļ | | Engineering | s 621.3 N/A | 0 | | | | |
| 1 | | isition Only) m Engineering | N/A | | | | | |
| İ | Constructio | | 2,961.8 | | | | | |
| | Materials & | | -3,760.4 N/A | 9 | - | | | |
| i | | andling Charges Son & Equipment | N/A | | | | | |
| İ | Contract Co | onstruction | N/A N/A | | | | | |
| 1 | Watchman/ Miscellanco | Flagging (RR) | N/A N/A | | | | | |
| ţ | General Ove | erhead Costs | 524.2 | 24 | | | | |
| 1 | (| 30 %) | | | | | | |
| - 1 | GROSS RE | LOCATION COSTS: | \$7,866.0 |)7 | | | | |
| Ì | Credits () | | as' man | 10 | | | | |
| - 1 | 5-6 | | \$ 548.4 3,348.1 | | *********** | - | | |
| l | | terment west Service Life | 533.1 | | | | | |
| | * None imbarsoble 10TAL CREDITS: TOTAL LEIMBURS ABLE COSTS | | N/A | | | | | |
| } | | | £4,429.7 | | (| | | 1 |
| | | | 3,458.3 | 30 | | Traphids Japa II Signafrage. | | malitimet alf Milliane sales V on university (1988) artifilms of William States (1984) |
| | | To be Applied to Final liding for Credits The Croject. | (53.036 | | <u></u> | | <u>%)</u> | |

| SUBMITTED FOR THE AGENCY BY: | Mr. U. S. Cablle | DATE: | 5-5-80 |
|------------------------------|------------------------|-------|--------|
| | General Plant Engineer | | |

No.: 914 Page 2

ESTIMATE - BREAKTOWN

| | | | 23 IIIIIIII X | | |
|----|----------|---|---|------------------------------------|----------------------------|
| I. | A. | T OF INSTALLATION Material and supplies (Aerial Ca 1. 1775' - F8-100x22 cable @\$1. 2. 1 - 100MB terminal @\$6.77/ea | 05/ft | \$1,863.7 | |
| | | Material and supply overhead (Ae 1. Exempt material and supply e Material and supplies (Pole Line 1. 2 - 40', class 5 poles @\$88. 2. 2 - 35', class 5 poles @\$72. 3. 2 - 30', class 5 poles @\$53. | xpense 55.4% of 1,870.) 00/ea. 00/ea. | \$ 176.0 144.0 106.0 | 00 00 |
| | _ | Malani 3 3 3 4 4 | | | 426.00 |
| | D. E. | 1. Exempt material and supply e Company Labor | xpense 100.4% of 426.00 | 0 | 427.70 |
| | | 1. Place 1775' - 100 pr. cable 30 hrs. @\$8.85 2. Place terminal 2 hrs. @\$8.82 3. Place 6 poles 36 hrs. @\$8.85 4. Splice cable 50 hrs. @\$8.82 5. Place 6 anchors 24 hrs. @\$8.85 | and 1 drop wire Total Company Labor | \$ 265.5 17.6 318.6 441.0 | 64 60 90 |
| | F. | Direct Engineering 1. 20 hrs. @\$11.34/hr. | SUB TOTAL | | 226.80 \$5,242.43 |
| | G. H. | 1. General expense 10% of 5,242 | .43 | | 524.24 |
| | п. | Company Labor Overhead | 99.3% of 1,255.14 | | \$1,246.35 |
| | I. | Engineering Overhead | | | |
| | | | 106.6% of 226.80 TOTAL COST TO INSTALL | | $\frac{241.77}{$7,254.79}$ |

State of Florida Department of Transportatio

No.: 914 Page 3

\$ 533.11

- 2 -

| 11. | COST OF REMOVAL | | |
|------|--|--|---|
| | A. Company Labor 1. Remove 1750' - 25 pr. cable and drop wire 25 hrs. @ \$8.85 2. Remove terminal 1 hr. @ \$8.82 3. Remove 6 poles 11 hrs. @ \$8.85 Total Company Labor | \$ 221.25 8.82 97.35 | \$ 327.4 2 |
| | B. Direct Engineering 1. 10 hrs. @ \$10.34 C. Company Labor Overhead 1. 40% of 327.42 D. Engineering Overhead 1. 47.9% of 103.40 Total Engineering Total Cost to Remove | \$ 103.40 132.93 49.53 | \$ 285.86 \$ 613.28 |
| 111. | SALVAGE | | |
| | A. 1750' - AE-25x22 IM cable @ \$.27/ft. B. 1 - AO-100 terminal @ 5.00 C. 6 - 25', class 7 poles @ \$11.83/ea. Total Salvage Credit | \$ 472.50 5.00 70.98 | \$ 548.48 |
| IV. | BETTERMENT | | |
| | Net Relocation Cost (100 pair cable) (Total Relocation Cost Less Salvage Credit) Net Relocation Cost (25 pair cable) REFTERMENT CREDIT | | \$ 7,319.59 (3,971.41) \$ 3,348.18 |
| v. | EXPIRED SERVICE LIFE | | |
| | The existing cable has been in place for five years. of twenty-five years. $(5/25 = .2 \text{ or } 20\%)$ | It has a life | expectancy |
| | <pre>Total Relocation Cost Deduct: Betterment Credit</pre> | \$ 3,348.18 399.09 628.52 542.80 246.09 | \$ 7,868.07 |
| | Sub Total ****Extra length line (1.4% x 2,703.39) REPLACEMENT | and an included an | (5,164.68) \$ 2,703.39 (37.85) \$ 2,665.54 |

Extended Service Life (20% x 2,665.54)

No.: 01

Page 1

- 3 -

| *Talle | r Poles (based on non-betterment estimate) | | |
|-------------|---|---------|--------|
| 1. | Cost of 6 poles | | |
| | Taller poles needed to span right-of-way \$ 426.00 | | |
| | Regular 25', class 7 poles @ \$44.00/ea (264.00) | | |
| | Extra Cost of Taller Poles | \$ | 162.00 |
| 2. | Material & Supply overhead - 100.4% of 162.00 | , | 162.65 |
| | Company Labor | | 102.03 |
| ٠. | Place taller poles - 36 hrs. @\$8.85/hr \$ 318.60 | | |
| | Place regular poles - 24 hrs. @\$8.85/hr (212.40) | | |
| | Extra Cost to place Taller Poles | \$ | 106.20 |
| | Direct Engineering | Ą | 106.20 |
| 43. | Taller Poles - 6 hrs. @\$11.34/hr \$ 68.04 | | |
| | · · · · · · · · · · · · · · · · · · · | | |
| | Regular Poles - 4 hrs. @\$11.34/hr (45.36) | , | 22 60 |
| | Extra Engineering Expense | \$ S | 22.68 |
| _ | Sub Total | Ş | 453.53 |
| | Expense charged Construction - 10% of 453.53 | | 45.35 |
| | Company Labor Overhead - 99.3% of 106.20 | | 105.46 |
| 7. | | | 24.18 |
| | Total Extra Cost for Taller Poles | \$ | 628.52 |
| 444 2 3 3 1 | inval Grand David and Anthony of anti- | | |
| | ional Guys (based on non-betterment estimate) | | |
| | Company Labor - 24 hrs. @ \$8.85/hr \$ 212.40 | | |
| 2. | Direct Engineering - 4 hrs. @\$11.34/hr 45.36 | _ | |
| | Sub Total | Ş | 257.76 |
| | Expense charged Construction - 10% of 257.76 | | 25.78 |
| | Conpany Labor Overhead - 99.3% of 212.40 | | 210.91 |
| 5. | Engineering Overhead - 106.6% of 45.36 | | 48.35 |
| | Total Cost of Anchors | Ş | 542.80 |
| **** | abian of Mar Cable into Printing Cable (based on non-battermy) | atim | ntal |
| COILDE | ction of New Cable into Existing Cable (based on non-betterment and Company Labor - 12 hrs. @\$8.82 \$ 105.84 | 25 CIII | ace) |
| | | | |
| 2. | Direct Engineering - 1 hr. @11.34/hr. 11.34 | \$ | 117.18 |
| 2 | Sub Total | P | 11.72 |
| | Expense charged Construction - 10% of 117.18 | | |
| | Company Labor Overhead 99.3% of 105.84 | | 105.10 |
| 5. | Engineering Overhead - 106.6% of 11.34 | ~ | 12.09 |
| | TOTAL | ş | 246.09 |
| ****Fy+va | Length Line (based on non-betterment estimate) | | |
| | posed Cable Length 1775' | | |
| | sting Cable Length - 1750' | | |
| 1281 | Extra Length Required 25' | | |
| | ware maybe anderson | | |

25/1775 - .0141 or 1.4%

ESTIMATE WITHOUT BELITPMENT

Minimum construction required to relocate existing 25 pr. cable. (for comparative purposes only)

| Cos | t to Install t to Transfer t to Remove Total Relocation Cost Salvage Credit Net Relocation Cost | \$2,615.33 1,027.99 399.09 | 9 | 4,042.39 (70.98) 3,971.41 |
|--------------------------------|--|--|-------------|---------------------------------|
| I. <u>Co</u> A. B. C. | 1. 25' - A-25x22 cable @ \$.27 Material and supply overhead (l. Exempt material and supply | Cable) /ft. Aerial Cable) expense 55.4% of 6.79 ne) .00/ea. \$ 176.00 2.00/ea 144.00 | ი ი | 6.75 3.74 |
| D. | Material and supply overhead (1. Exempt material and supply | Pole Line) | | 426.00 427.00 |
| E. | Place 25' aerial cable and 2 hrs. @\$8.85/hr Place 6 poles 36 hrs. @8.85/hr. Splice cable 12 hrs. @\$8.82/hr. Place 6 anchors | \$ 17.70 318.60 105.8 | 0 | |
| | 24 hrs. @\$8.85/hr. Total C | company Labor | <u>o</u> \$ | 654.54 |
| F. | Direct Engineering 1. 12 hrs. @\$11.34/hr. Sub Tot | al | \$ | 136.08 1,654.81 |
| G. | Expense Charged Construction 1. General Expense 10% of 1,6 | 54.81 | | 165.48 |
| н. | * · · · · · · · · · · · · · · · · · · · | % of 654.54 | \$ | 6 49.96 |
| ı. | | 6% of 136.08 cost to Install | \$ | 145.06 2,615.31 |

No.: 914

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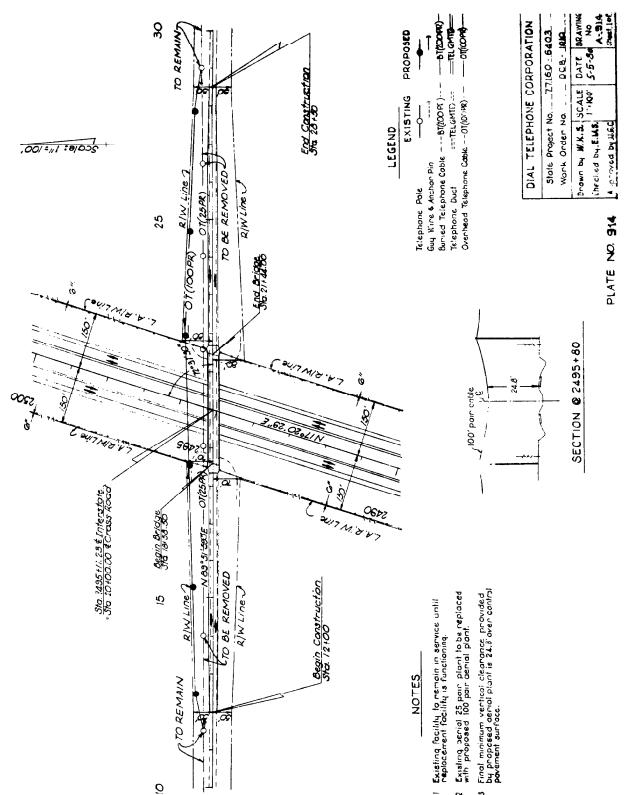
- 2 -

II. Cost of Transfer

| | A. | Company Labor 1. Transfer 1750' - 25 pr. 42 hrs. @ \$8.85/hr 2. Transfer 1 terminal 3 hrs. @ \$8.85/hr. | | \$ | 371.70 26.55 | | |
|-----|-----|---|------------------------|----|-----------------|------------|----------|
| | B. | Direct Engineering | Total Company Labor | | | \$ | 398.25 |
| | c. | 1. 10 hrs. @ \$11.34/hr. Company Lobor Overhead | | | | | 113.40 |
| | | 1. 99.3% of 398.25 | | | | | 395.46 |
| | D. | Engineering Overhead 1. 106.6% of 113.40 | | | | | |
| | | 1. 100.05 01 113.40 | Total Cost of Transfer | | | <u>s</u> 1 | 120.88 |
| | C | t of Domesical | | | | 7 - | .,02,133 |
| 111 | | t of Removal Company Labor | | | | | |
| | | 1. Remove drop wire - 1 hr. | @ \$8.85/hr | \$ | 8.85 | | |
| | | 2. Remove 6 poles - 11 hrs. | | _ | 97.35 | _ | |
| | В. | Direct Engineering | Total Company Labor | | | Ş | 106.20 |
| | | 1. 8 hrs. @ \$11.34/hr. | | | | | 90.72 |
| | c. | Company Labor Overhead 1. 99.3% of 106.20 | | | | | 300 45 |
| | D. | Engineering Overhead | | | | | 105.46 |
| | | 1. 106.6% of 90.72 | | | | | 96.71 |
| | | | Total Cost to Remove | | | \$ | 399.09 |
| IV. | Sal | r age | | | | | |
| | A. | 6 - 25', class 7 poles @ \$11 | | | | \$ | 70.98 |
| | | | Total Salvage Credit | | | \$ | 70.98 |

PROCEDURES

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No.:

915

Page 1 of 8

FORM 712-06 7-77 FAGE 1 OF 1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS

UTILITY/RAILROAD ESTIMATE SUMMARY

| COUNTY | SECTION | UTILITY JOB NO. | STATE HOAD NO. | COUNTY NAME | PARCEL & R/W JOB NO. | FAP NO. | | |
|---------------|---------|-----------------|----------------|--------------|----------------------|-------------|--|--|
| 10 | 320 | 641.2 | 400 | Hillsborough | 1 N/A | 1-4-1(25)10 | | |
| AGENCY | | | | | | | | |
| City of Metro | | | | | | | | |

| TYPE OF WORK ESTIMATED: | (Mark "X" in a | appropriate box(es).] | |
|-------------------------|-----------------------------|---------------------------|--|
| Engineering | Relocation/ Installation | Item(s) | |
| (X) | (X) | Force Account | |
| () | () | Lump Sum | |
| (X) | (X) | Third Party Contract | |
| () | () | Broad Gauge | |
| () | () | DOT Administered Contract | |
| () | () | Other | |

| Item(s) | Job or Work Order No. (1125) | Job or Work Order No. () | Total |
|--|-------------------------------|---------------------------|---|
| Peelindary Engineering | \$ 6.033.84 | | |
| R/W (Acquisition Only) | N/A N/A | | |
| Construction Engineering | 17,548.24 | | |
| Construction Labor Materials & Supplies | 28,678,05 | | |
| Materials & Supplies Materials Handling Charges | N/A | | |
| Transportation & Equipment | 14,112.10 | | |
| Contract Construction | N/A | | |
| Watchman/Hagging (RR) | N/A | | |
| Miscellaneous Expense | N/A 429.51 | | |
| General Overhead Costs (22.5 %) | 429.31 | | *************************************** |
| GROSS RELOCATION COSTS: | \$66,801.74 | | - |
| Credits (·) | د 360.00 | | |
| Salvage * Betterment | 13,481.85 | | |
| * Expired Service Life | 3,757.89 | | |
| * Nonreimbursable | N/A | | |
| TOTAL CREDITS: | 6 17,601.74) | (| 1 |
| | | 7 | 1 |
| TOTAL REIMBURSABLE COSTS: | \$49,200.00 | | |
| *% To be Applied to | | | |
| Final Billing for Credits | (25.950 %) | (%) | |

| SUBMITTED FOR THE AGENCY BY: | Mr. J. P. Jones | ID A MID | 5-5-80 |
|--------------------------------------|-----------------|----------|--------|
| Sobarrene tote rene attention to be. | City Engineer | - DATE: | |

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CITY of Metro WATER DEPARTMENT COST GATHERING PROCEDURES 5 May 1980

The cost of water and sewer construction for the City of Metro is maintained on a job cost basis; that is, each project has a separate accounting. Projects are numbered and are either called work orders or contracts, depending on whether city forces perform the work or whether the work is done by contract by outside builders.

In the case of work orders, all the costs accumulated are those that originate from within the Water Department. Contracts are supported by billings from the contractors, plus whatever costs the City incurs for inspection, survey work, etc. Costs are accumulated on the job sheet and full details are available if they are needed. Materials are issued from our storeroom at moving average cost. A system is used which incorporates pre-numbered requisitions and the use of I.B.M. to balance stores and distribute the charges. Stores are balanced once a month. Inventories are taken at least once a year.

Labor is placed on the job cost sheet directly from the payroll. The distribution of payroll is balanced each pay period to assure that the total of the distribution agrees with the total of the payroll.

Equipment rental is charged throughout the month on a cost per mile or hourly basis. Equipment is rented from the Municipal Garage at rates which permit the Garage no surplus. These rates are adjusted from year to year, depending upon the cost of equipment and operating expenses. The Water Department must pay a minimum amount each month for the use of each piece of equipment. Should the equipment not be used enough to meet the minimum rental charge, the difference between the amount that has already been charged to jobs and the minimum is prorated to the jobs that were worked during the month based on the number of miles driven or hours used for each job.

Engineering, survey work, testing, etc., when necessary, are charged to jobs based on time sheets made out by the people involved and approved by their supervisor.

All agencies outside the water Department are charged, in addition to the cost of materials, an amount of 11.46% of materials cost for warehouse handling charges. Also 22.5% of the direct labor payroll is added to cover the cost of Unemployment Insurance, Workman's Compensation Insurance, Sick Leave and Retirement. Other city departments pay these costs except when some bond fund is involved. These costs are all traceable to expenses actually paid by the Water Department. They contain no arbitrary allowances for contingencies or future expenses.

Adjustment of City of Metro's water main as required by the construction of Interstate Highway 4 between Approximate Highway Stations 944+00 and 966+00.

All construction work will be performed under contract awarded to lowest qualified bidder. Contractor will furnish all material, labor and equipment.

Cost to Install 10" Line

| Description | Quantity | Materials | Labor | Equipment | Amount |
|---------------------------|-----------|-----------|----------|-----------|---------------------|
| 10" Cast Iron Main | 2435 L.F. | \$ 9.03 | \$ 3.00 | \$ 3.26 | \$37,961.65 |
| 18" RCP Casing (Open Cut) | 140 L.F. | 8.50 | 7.00 | 4.50 | 2,800.00 |
| 18" RCP Casing (Boring) | 140 L.F. | 8.50 | 46.50 | 30.00 | 11,900.00 |
| 10" Valve and Cover | 2 ea. | 597.00 | 62.37 | 62.50 | 1,443.74 |
| Fire Hydrant | 2 ea. | 508.00 | 190.00 | 152.00 | 1,700.00 |
| Cast Iron Fittings | 1.5 Tons | 1,400.00 | 560.00 | 540.00 | 3,750.00 |
| Reconnecting Meters | 10 ea. | | 20.00 | 10.50 | 305.00 |
| Total Cost to Install | | | | | \$59,8 60.39 |
| | Removal C | ost | | | |
| Description | Quantity | | Labor | | Amount |
| Fire Hydrant | 2 ea. | | \$114.00 | | \$ 228.00 |
| 6" Valve and Cover | 2 ea. | | 50.00 | | 100.00 |
| Meters | 6 ea. | | 25.00 | | 150.00 |
| Total Removal Cost | | | | | \$ 478.00 |

The existing 6" main will be abandoned in place since the cost of removal and salvaging will exceed the salvage value. The 2" lines will also be abandoned for the same reason. Comparative costs justifying this determination are listed below. There is no salvage value on existing 15" RCP, therefore, it will be abandoned in place.

No.: 915 Page a

Cost to Remove 6" C.I.P. (For Comparison only)

| l. | Excavation | \$1.50/1.f. |
|----|--|-------------|
| 2. | Permoving, loading, hauling, unloading | 1.00/1.£. |
| 3. | Tamping and backfilling ditch | 2.10/1.f. |
| 4. | Restoring pipe to usable condition | .45/l.f. |
| | Removal Cost | \$5.05/1.f. |
| | Salvage Value of 6" C.I.P. | 1.86/1.f. |

The 2" lines are beneath the existing highway and the cost to remove these lines will exceed the above \$5.05/1.f. for removing the 6" line. Salvage value of the 2" C.I.P. is \$0.60/1.f.

Salvage

| Description | Quantity | Unit | U.P. | Amount |
|--------------------|-----------|------|----------|-----------|
| Fire Hydrant | 2 | ea. | \$120.00 | \$ 240.00 |
| 6" Valve and Cover | 2 | ea. | 60.00 | 120.00 |
| | \$ 360.00 | | | |

No credit allowed for 6 meters removed and not replaced.

Other Contract Work

Consulting Engineering \$ 6,033.84

Costs Incurred by City

| | 2000 100101 1, 0002 | | | | | | | |
|--|---------------------|-------------|-------------|----------|--------|--|--|--|
| Field Inspector | 50 hrs. | 4.25/hr. | \$212.50 | | | | | |
| Steno-Typist | 20 hrs. | 3.60/hr. | 72.00 | \$284.50 | | | | |
| *Payrol overhead | (22.5% x | 284.50) | | 64.01 | | | | |
| Total Payroll and Overhead | | | | | 348.51 | | | |
| Transportation (Inspector) 300 miles @ 0.17/mile | | | | | 51.00 | | | |
| Advertising for Bids | | | | | 30.00 | | | |
| | Total | Costs Incum | red by City | \$ | 429.51 | | | |

^{*}Payroll overheads 22.5% includes F.1.C.A., Unemployment Insurance, Workman's Compensation Insurance, Sick Leave and Retirement.

Estimate Without Betterment

Estimate of cost to replace existing 6" Cast Iron Water Main with 6" Cast Iron Water Main. For Comparative Purposes Only.

| Description | Quantity | Unit | U.P. | Amount |
|---------------------------|----------|------|----------|----------------|
| 6" C.I.P. | 2435 | L.F. | \$ 11.48 | \$27,953.80 |
| 15" RCP Casing (Open Cut) | 140 | L.F. | 19.00 | 2,660.00 |
| 15" RCP Casing (Boring) | 140 | L.F. | 83.70 | 11,718.00 |
| 6" Valve and Cover | 2 | ea. | 383.68 | 767 .36 |
| Fire Hydrant | 2 | ea. | 850.00 | 1,700.00 |
| Cast Iron Fittings | 1 | ton | 2,500.00 | 2,500.00 |
| Reconnecting Meters | 10 | ea. | 30.50 | 305.00 |
| Total Cost to Install | | | | \$47,604.16 |

Removal Cost

| Description | Quantity | Unit | U.P. | Ar | mount |
|--------------------|----------|------|-----------|----|--------|
| Fire Hydrant | 2 | ea. | \$ 114.00 | \$ | 228.00 |
| 6" Valve and Cover | 2 | ea. | 50.00 | | 100.00 |
| Meters | 6 | ea. | 25.00 | | 150.00 |
| Total Removal Cost | | | | s | 478.00 |

The existing 6" and 2" pipe will be abandoned in place. See Sheet 2 of Estimate for comparison of removal cost and salvage value.

Salvage

| Description | Quantity | Unit | U.P. | An | punt |
|----------------------|----------|------|----------|----|--------|
| Fire Hydrant | 2 | ea. | \$120.00 | \$ | 240.00 |
| 6" Valve and Cover | 2 | ea. | 60.00 | - | 120.00 |
| Total Salvage Credit | | | | \$ | 360.00 |

No credit allowed for 6 meters that were removed and not replaced.

No.: 915 Page 6

\$52,959.89

Other Contract Work

| Consulting Engineering (per terms of separate contract) (FHPM Vol. 1, Chap. 4, Sec. 4 & Vol. 6, Chap. 1, Sec. 2) | | | | | \$ 4 | ,808.22 | |
|--|-------------------------|-----------------|------|----------|-------------|--------------|--|
| Cost Incurred by City | | | | | | | |
| Field Inspector | 50 hrs. | 4.25/hr. | \$21 | 2.50 | | | |
| Steno-typist | 20 hrs. | 3.60/hr. | | 2.00 | \$ | 284.50 | |
| *Payroll Overhead(22.5% x 284 | 1.50) | | | | | 64.01 | |
| Tot | al Payroll ar | nd Overhead | | | \$ | 348.51 | |
| Transportation (Inspector) 30 | 00 miles @ 0.1 | l7/mile | | | | 51.00 | |
| Advertising for Bids | | | | | | 30.00 | |
| Tot | tal Costs Inco | urred by City | | | \$ | 429.51 | |
| *Payroll overheads 22.5% incl | Ludes F.I.C.A. | ., Unemployment | Insu | rance, W | orkn | an 's | |
| Compensation Insurance, Sick | Leave and Ret | tirement. | | | | | |
| St | mmary of Est | imated Cost | | | | | |
| | 6" Line (Without Bet | - | | | | | |
| | Contract | Work | | | | | |
| COST to Install | | | \$47 | ,604.16 | | | |
| Cost to Remove | | | | 478.00 | | | |
| Te | otal Construc | tion Cost | | | \$48 | 3,082.16 | |
| | Other Contra | ct Work | | | | | |
| Consulting Engineering | | | | | 4 | ,808.22 | |
| α | osts Incurred | by City | | | | | |
| City Payroll and Overheads | | | \$ | 348.51 | | | |
| Transportation Expense | | | | 51.00 | | | |
| Advertising for Bids | | | | 30.00 | | | |
| Total Co | ost Incurred | by City | | | \$_ | 429.51 | |
| Total Re | elocation Cos | t | | | \$53 | 3,319.89 | |
| Salvage | Credit | | | | | 360.00 | |

Net Relocation Cost

No.: 915 Page 7

EXHIBIT A

Computation for Determining Betterment Credit

EXHIBIT B

Computation for Determining Expired Service Life Credit

The existing 6" C.I.P. has been in place for 10 years. This pipe has a life expectancy of 100 years.

Total Relocation Cost: \$66,801.74

Deduct: Betterment Credit \$13,481.85

Removal Cost 478.00

Sub Total \$37,749.89

**Extra Length Line(.4% x 37,749.89) - 151.00

Replacement Cost \$37,598.99

Expired Service Life Credit = .10 x 37,598.89=3,759.89

** Extra Length Line

Proposed Line Length 2435'

Existing Line Length 2425'

Extra Length Required 10'

 $\frac{10}{2435} = .48$

* Casing (6")

15" RCP Casing (open cut) 140' \$18.00/ft. \$ 2,520.00

15" RCP Casing (Boring 140' 80.00/ft. 11,200.00

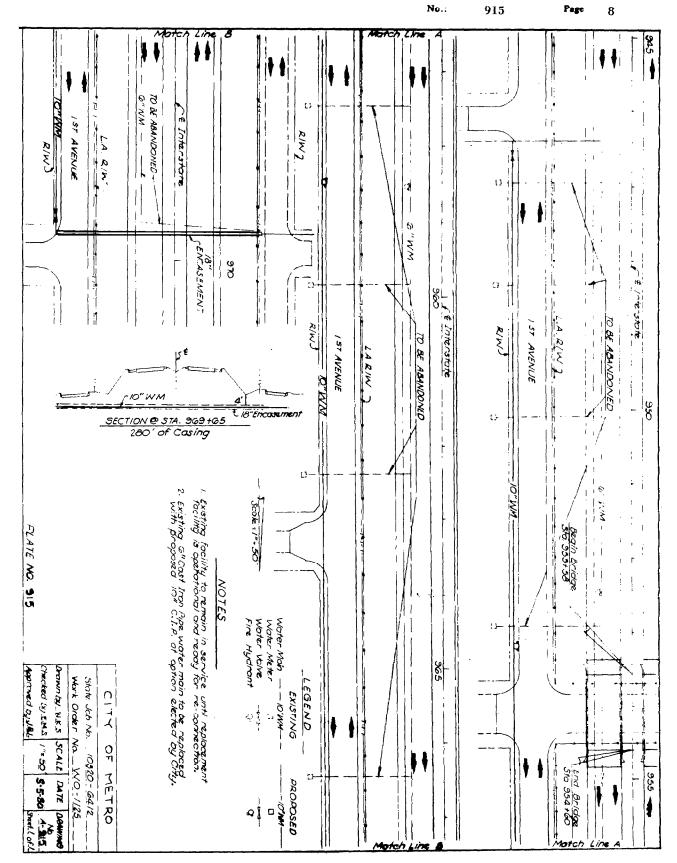
Cost to Install Casing (6" Line) \$13,720.00

Consulting Engineering (10% Estimated Construc-

1,372.00

Total Cost of Casing (6" Line) \$15,092.00

Page 915



No.:

916

Page 1 of 6

PORM 722-06 7-77 PAGE 1 OF 1

TYPE OF WORK ESTIMATED:

Engineering

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS

UTILITY/RAILROAD ESTIMATE SUMMARY

| COUNTY | SECTION | UTILITY JOB NO. | STATE ROAD NO. | COUNTY NAME | PARCEL & R/W JOB NO. | FAP NO. | |
|----------------------------|---------|-----------------|----------------|-------------|----------------------|---------------|--|
| 78 | 080 | 6403 | 9 | St. Johns | 1, N/A | 1-95-5(20)380 | |
| | AGENCY | | | | | | |
| OHM ELECTRIC COMPANY. INC. | | | | | | | |

Item(s)

[Mark "X" in appropriate box (es).]

Relocation/

Installation

| |) Broad Ga) DOT Adn | m ty Contract | |
|--|------------------------------------|------------------------------|---|
| ESTIMATE SUMMARY: [If more th | han one work order-complete | "Total" Column.] | |
| Item(s) | Job or Work Order No. (XL-250) | Job or Work Order No. () | Total |
| Preliminary Engineering | 331.20 N/A | | *************************************** |
| R/W (Acquisition Only) Construction Engineering | N/A | | |
| Construction Labor Materials & Supplies | 1,413.72 | | ************************************** |
| Materials Handling Charges | 187.01 238.00 | | |
| Transportation & Equipment Contract Construction | N/A | | |
| Watchman/Flagging (RR) | N/A N/A | | |
| Miscellancous Expense General Overhead Costs | 727.56 | | |
| (18.80 %) | | | |
| GROSS RELOCATION COSTS: | 4,597.56 | | |
| Credita (c) | 825,50 | | |
| Salvage * Betterment | N/A | | |
| * Expired Service Life * Nonreimbursable | N/A | | |
| | (825.50) | | |
| TOTAL CREDITS: | 3,772.06 | | |
| TOTAL REMBURSABLE COSTS: | 3,//2.00 | | |
| % To be Applied to Final Billing for Gredits | (N/A %) | (%) | |

SUBMITTED FOR THE ACENCY BY: Mr. A. C. Amphere DATE: 5-5-80

Transmission Engineer

INTERSTATE LUMP SUM ESTIMATE

Cost estimate for adjusting the Ohm Electric Company 69 KV transmission line to clear Interstate Highway 95 at Highway Station No. 968+65 in St. Johns County, Account No. XL-250.

Adjustment consists of:

Removing:Three 45 foot, single pole, pin type structures. Installing: Two H-frame suspension structures, double X arms.

| DESCRIPTION | QUANTITY | UNIT | COST | AMOUNT |
|---------------------------------|----------|------|--------|----------|
| Material Installed | | | | |
| Poles, 60 ft. class 3 | 4 | ea. | 124.67 | 498.68 |
| X arms - 20' | 4 | ea. | 50.51 | 202.04 |
| Logs, Anchor, 10" x 6'-10" | 4 | ea. | 13.30 | 53.20 |
| Wire, 3 cond (568 Kcm ACSR) | 920 | ft. | 0.44 | 404.80 |
| insulators, suspension | 48 | ea. | 4.11 | 197.28 |
| Clamps, strain | 8 | ea. | 8.69 | 69.52 |
| Wire, guy 3/8" H.S. Steel | 600 | ft. | .20 | 120.00 |
| Sub Total | | | | 1,545.52 |
| Miscellaneous Item 10% (See Exh | ibit A)l | Lot | | 154.55 |
| Total Material | | | | 1,700.07 |

PROCEDURES State of Florida Department of Transportation No.: 916 Page 3

| LABOR TO REMO | V | Έ、 |
|---------------|---|----|
|---------------|---|----|

| Title | Hours | Rate | Amount | <u>Total</u> |
|----------------------------------|----------------|--------------|--------|--------------|
| Foreman | 6 | 12.95 | 77.70 | |
| Lineman(3) | 12 | 9.31 | 111.72 | |
| Truck Driver | 6 | 8.25 | 49.50 | |
| Laborer | 8 | 3.50 | 28.00 | 266.92 |
| PAYROLL ADDITIVES 15.0% x 266.92 | ! (See Exhibit | t B) | | 40.04 |
| | Total Labo | or to Remove | | \$306.96 |

TRANSPORTATION AND EQUIPMENT

| Truck 1 ton | 100 miles | 0.17/mile | \$ 17.00 |
|-------------|-----------|-----------|----------|
| Truck 2 ton | 50 miles | 0.68/mile | 34.00 |

Total Transportation & Equipment

(Removal) \$ 51.00

SALVAGE

| Description | Quantity | Unit | Cost | Amount |
|------------------------------|----------------|------|-------|-------------------|
| Poles 45' - 3 | 3 | ea. | 80.17 | \$240.51 |
| Crossarms - 12' | 3 | ea. | 25.50 | 76.50 |
| Wire - 3 Cond (568 Kcm ACSR) | 900 | ft. | 0.44 | 396.00 |
| Insulators | 18 | ea. | 2.08 | 37.44 \$750.45 |
| Miscellaneous Items (10%) | 1 | Lot | | 75.05 |
| | Salvage Credit | | | \$825.50 |

No.: 916 Page 4

LABOR TO INSTALL

| Title | Hours | Rate | Amount | <u>Total</u> | |
|---|------------------------------|-------------|-----------|------------------|--|
| Foreman | 12 | \$12.95 | \$155.40 | | |
| Lineman (3) | 36 | 9.31 | 335.16 | | |
| Hole Digger Operator | 12 | 8.50 | 102.00 | | |
| Truck Driver | 18 | 8.50 | 153.00 | | |
| Helper | 12 | 5.82 | 69.84 | | |
| Laborer | 12 | 3.50 | 42.00 | | |
| Total | Construction Labor to | Install | \$857.40 | | |
| SURVEYING | | | | | |
| Party Chief | 4 | 8.75 | 35.00 | | |
| Instrument Man | 4 | 7.50 | 30.00 | | |
| Chain Man | 8 | 5.00 | 40.00 | | |
| Total Surveying Labor \$105.00 Total Labor PAYROLL ADDITIVES 15.0 x 962.40 (See Exhibit B) | | | | 962.40 144.36 | |
| | Total Lab | or to Insta | 11 | \$1,106.76 | |
| TRANSPORTATION AND EQU | TRANSPORTATION AND EQUIPMENT | | | | |
| Truck 1 ton | 100 mile | s 0.17/mi | le 17.00 | | |
| Truck 2 ton | 50 mile | s 0.68/mi | le 34.00 | | |
| Hole digger | 8 hour | s 17.00/h | r. 136.00 | | |
| Tota | al Transportation and E | quipment | | \$ 187.00 | |
| PRELIMINARY ENGINEERING | <u>i</u> | | | | |
| Engineer | 16 hrs. | 18.00/h | r. 288.00 | | |
| Payroll Additives | 15.0% × | 288.00 | 43.20 | | |
| Tota | al Preliminary Engineer | ing | | 331.20 | |

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EXHIBIT A

Miscellaneous Items: These Items include hardware, fixtures, and items

associated with major items of material such as bolts, brackets, washers, connectors, etc. The percentage for this item was developed from past experience of the actual cost of these items as compared to the actual cost of major items of material. This rate is

recalculated and revised annually.

EXHIBIT B

Payroll Additives include:

| (A) Workmen's Compensation | 1.66% |
|----------------------------|-------|
|----------------------------|-------|

(B) State Unemployment Tax 0.44%

(C) Federal Unemployment Tax 1.18%

(D) Social Security (FICA)Tax 4.62%

(E) Retirement Program 7.10%

15.00%

EXHIBIT C

Material Handling: (11%) This item includes all charges for supervision, labor

and direct expenses incurred in the operation of the storeroom. These amounts are accumulated monthly and prorated to the materials issued for that month. The percentage rate used is the average rate for a twelve month period. Every twelve months the rate is re-

calculated.

EXHIBIT D

General Overhead

(18.80%) This item includes bookkeeping and clerical salaries. and supplies required to operate our office. The rate is determined by the ratio of general office salaries. supplies and expenses to total expenditures for construction on a yearly basis. The base period from which the above percentage was calculated is the year 1979. The total overheads distributed for that period to the total expenditures for construction for that period are shown below:

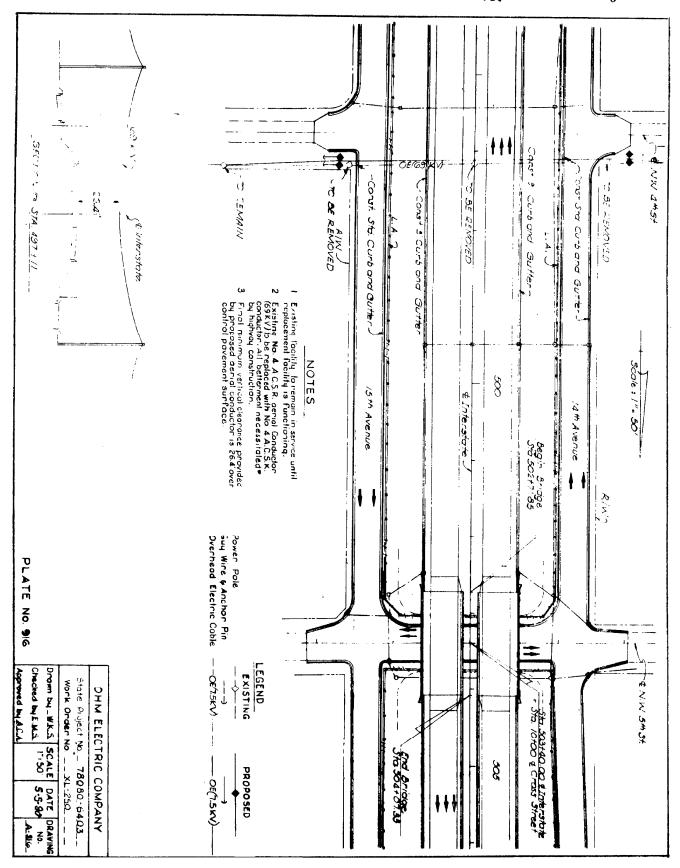
Total Overheads Total Construction = \$38,893 \$206.876 = 18.80%

State of Florida Department of Transportation

No.:

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State of Florida Department of Transportation

io.: 91*7*

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Department of Transportation

Haydon Buran Building, 805 Suwannee Street, Tallahasser, Fiuru'a 32304, Talephone (904) 488 8772 WALTER L. REVELL SECRETARY

June 13, 1973

MEMORANDUM

Construction Directive No. 0521-033

TO:

All District Engineers

FROM:

Mr. P. J. White, State Construction Engineer

SUBJECT: Reporting & Inspections Requirements - Reimbursable Utility Construction

It is necessary that we establish a uniform procedure for giving notification of beginning and completion of construction or relocation work accomplished by Utility or Railroad Companies under the terms of a Raimbursable Agreement. On Federal-Aid projects it is necessary that the F. H. W. A. receive this notification in order that their Area Engineers can schedule periodic field inspections of Utility and Railroad work in progress.

The attached form, to be initiated by the Project Engineer or Resident Engineer and distributed as indicated thereon, has been developed for giving the necessary notification.

When the work to be accomplished under an agreement involves installation of a Railroad Crossing Protective Device, it will be necessary that the following information be included in the "Remarks" section of the form:

- 1. Date of Operational Check.
- Railroad, Department and F. H. W. A. (if applicable), personnel involved in Operational Check.
- 3. Results of Operational Check.

Please instruct all personnel under your direction, who supervise Utility or Railroad Construction Work, to begin use of this form immediately.

Forms are now available through the Central Supply Office.

PJW:cla

Encl.

cc: Mr. P. E. Carpenter

Mr. J. Wade Noda, Comptroller Attention: Utility Audit Section State Utility Engineer

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| NOTICE OF REIMBURSABLE UTILITY CONSTRUCTION WORK | | |
|--|---|--|
| | BEGINNING | COMPLETION |
| | RUCTION INCLUDES CONSTRUCTION DER A REIMOURSABLE AGREEMEN | N OR RELOCATION WORK DONE BY UTILITIES OR I WITH THE DEPARTMENT. |
| CONSTRUCTION J | DB NO | F.A.P. NO. |
| UTILITY JOB NO | | PARCEL |
| STATE ROAD NO. | | COUNTY |
| DESCRIPTION (ACT | TUAL TYPE WORK & LOCATION): _ | |
| | | |
| | | |
| UTILITY OWNER:_ | | |
| | DATE OF AGREEMENT: | and the same of th |
| | DATE WORK BEGAN: | and the same and t |
| | DATE WORK COMPLETED: | |
| REMARKS: | | |
| | | |
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| · | | |
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| <u> </u> | | |
| | | |
| RES | SIDENT/PROJECT ENGINEER | DATE |
| | ADDRESS | TELEPHONE NUMBER |

DISTRIBUTION: COPY 1 - DISTRICT CONSTNUCTION ENGINEER
COPY 2 - RESIDENT/PROJECT ENGINEER (UTILITY FILE — SUBMIT WITH FINAL INVOICE)
COPY 3 - FEDERAL HIGHWAY ADMINISTRATION (F.A. PROJECTS ONLY)
COPY 4 - ENGINEER OF FEDERAL AID (F.A. PHOJECTS ONLY)

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FORM 722-02 4-77

RAILROAD AND UTILITY DIARY -- DAILY ENTRY

| LOCATION AND DESCRIPTION OF WORK | | | | | |
|----------------------------------|----------------|------------------------------------|--|--|--|
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| EXBOR - CONTRACTORES TORCES (C | ENDS AND HOURE | | | | |
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| EQUIPMENT (DESCRIPTION AND HO | URS) | | | | |
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| UTILITY FORCES - | | | | | |
| | | | | | |
| UTILITY CONTRACTORS - | | | | | |
| | | | | | |
| REMARKS | | | | | |
| CARAMAN | | | | | |
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| | | | | | |
| STATE JOB NO. | | | | | |
| J. AIR JOB NO. | FED. JOB NO. | RAILROAD OR UTILITY | | | |
| 1 |) | 1 | | | |
| | | | | | |
| DATE & DAY OF WEEK | PREPARED BY | CONTRACTOR (IF NOT UTILITY FORCES) | | | |
| | | | | | |
| 1 | | | | | |
| | | | | | |

DISTRIBUTION: ORIGINAL - UTILITY BMARY
COPY 1 - PISCAL OPPICE WITH UTILITY INVOICE
COPY 2 - UTILITY COMPANY

No.:

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Page 4

Instructions for keeping Utility Diaries.

1. The State of Florida Department of Transportation inspector or engineer shall keep a diary of utility adjustments on all applicable projects, separately from the regular construction diary. This diary must be kept in a utility diary and reported daily on Form 722-02. It shall include a record of all utility materials received on the job and incorporated in the work, materials removed from the existing facilities, materials reused, materials salvaged for future use by the utility owner and scrap materials. It shall also include labor listing the classes and rates. Nuts, bolts and other minor materials and scrap wire need not be recorded when the dollar value on such items is small, but a statement of this fact should be entered in the diary. Quantities of such minor items which represent a substantial dollar value should be recorded by estimated length, weight or number as may be appropriate. The records in this diary should be in sufficient detail to check the utility

Form 722-02 shall be prepared in triplicate. The original copy is placed in the utility diary. One copy is retained to check the utility invoice and after checking attached to the invoice and submitted to the Fiscal Office for audit. One copy is forwarded to the utility company.

- 2. The diary report shall be filled out in such detail as to indicate an accurate location and description of the work performed. It shall show the labor employed and shall designate whether it is the utilities forces or the forces of a contractor working for the utility. Equipment shall also be reported giving a full description and the hours worked of each piece of equipment. The report form shall indicate whether the equipment is that of the utility owner or the utility contractors.
 - 3. The space for "Remarks" should include such items as:
 - (a) "Outside authorized area"
 - (b) "Completed installation of 4" CI Pipe and 2" galv."
 - (c) "Non-Reimb. for Utility's use"
 - (d) "Job completed as per agreement"
 - (e) "26 lengths 6" Tyton Pipe not authorized per estimate"
 - (f) "See C/O of 10/18/64 for authorization of this work"
- 4. The invoice, the Major Materials Report, and the Diary should be in agreement, or discrepancies should be pointed out.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Fallahassee, Florida 3230

Telephone (904) 599-6321

Division of Road Operations

March 22, 1971

MEMORANDUM:

TO:

DISTRICT ENGINEERS

FROM:

P. J. White, State Construction Engineer

SUBJECT:

Utility and/or Railroad Adjustments

This memorandum supersedes all previous instructions in regard to supervision and reporting of Utility and Railroad adjustments. Hereinafter the work "Utility" is used in reference to either a Utility or a Railroad. The following procedures are for immediate adoption.

1. General Supervision

A. As soon as possible after award of the contract for a construction project, the Project Engineer should hold a pre-construction conference with the contractor and all involved Utility owners represented. The coordination of all Utility work with the contractor's operations should be agreed to at this conference. A definite determiniation should be made as to whether or not delays in Utility work will affect the contractor's operations to the extent that consideration be given toward delaying issuance of the initial notice to proceed to the contractor. In no instance should the issuance of this notice be released prior to the pre-construction conference. Complete minutes should be kept concerning all decisions reached at the pre-construction conference and a copy distributed to all parties involved.

The Project Engineer should outline to the contractor the contractual responsibility he has for protection of Utility facilities and the necessity of coordinating all Utility relocation requests through the Project Engineer. The Utility owners are also to be advised of their responsibility toward identifying and locating their facilities as well as to necessary relocation or temporary support of their facility as required by the highway construction. The Utility Owners should also be made aware of their responsibility for extra costs which result from delays to the contractor's operations if their facilities are not relocated in accordance with an agreed upon schedule.

B. Supplementary conferences, involving the contractor and individual Utilities, should be arranged by the Project Engineer as necessary during construction of a project to resolve scheduling and other problems that develop. The results should be documented in writing.

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2. Records - Non Reimbursable Utility Work

The Construction Diary should contain entries as to the extent of each Utility activity on the project and any effect such operations are having on the progress of construction. This information is essential for use in evaluating contract time charges and for resolving disputes which may arise in regard to Utility operations delaying the contractor.

3. Records - Reimbursable Utility Work

A. The Activities of each Utility performing reimbursable work on a project should be recorded on a separate Railroad and Utility Diary Sheet (Form 120-U) each day. If a dispute exists as to whether or not the relocation of a particular utility is eligible for reimbursement, this work should be recorded on Form 120-U. Each daily entry should contain: a description of and the location of the work in progress; the number, classification and hours worked for personnel employed; a description and hours used for equipment; and a listing of materials entering into the work or removed from the site. These entries must be made on a day to day basis. The original of Form 120-U is to be placed with the project records, a copy sent to the Utility involved and a copy retained for submittal to Fiscal with the Final Utility Invoice.

B. On each occasion when release of materials removed from a project is authorized, a Major Materials Report (Form F-577) should be prepared by the Project Engineer and signed by a representative of the Utility. This form is distributed in the same manner as Form 120-U.

4. Invoices - Reimbursable Utility Work

- A. Invoices will be received at the District Office properly identified by a cover memorandum prepared for the Project Engineer's authorization. A sample of this cover memorandum is attached hereto. This cover memorandum identifying the related project is to remain with the invoice package through final processing. Each invoice is to be returned to the State Utility Engineer via your District Utility Engineer accompanied by copies of the Utility Diary Forms (120-U) and Major Material Report Forms (F-577) coverning the work involved.
- B. Each invoice should be reviewed by the Project Engineer to verify the accuracy of on-site labor classifications, man-hours, equipment-hours and materials charges shown. He should also verify that proper credit has been given for materials removed from the Project site and salvaged into a Utility warehouse and that proper credit has been given for betterment or extended service life in accordance with the terms of the Utility Relocation Agreement. He need not concern himself with off-site charges or overhead charges.

PJW/ss Attachment - Sample Cover Memo

cc: State Highway Engineer Comptroller State Utility Engineer Management Systems

No.:

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State of Morida Department of Transportation Representative Stilities or Railro Representative Quantities certified correct Scrap materials inspected and of no significant value Field diary conforms with above information 9200 Salvaged 9 0 Ŧ 4-Serappod or Junked 300 20 0 S N STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION $\widehat{\mathfrak{V}}$ 0 MAJOR MATERIALS REPORT Reimburgble Utilities and RR Projects as Project Re-used 0 0 0 0 8 O il 9500 Removed 24 0 φ 8 S ϵ UTILITY OF R. R. WORK ORDER NUMBER XL - 250 NAME OF UTHITY OF BAILBOAD CAME OF UTHITY (20) 380 F.A. P. PROJECT NUMBER 1-95-5 TEM DESCRIPTION (See Other Side for Instructions) ross Arms 10055 Date of Irspection Final report [] Literim report ACSR Brace REPORT NO. FC-H 722-03 1-76

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FOSM 722-03* 1-74

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

MAJOR MATERIALS REPORT

NAME OF UTILITY or BAILBOAD Dia <u>ozazetoro.</u> Reimbursable Utilities and RR Projects

F. A. P. PROJECT NUMBER 1-4-3(12)50 D. O. T. PROJECT NUMBER 77/60-6403 REPORT NO. UTILITY of E. R. WORK ORDER NUMBER DCB-1010 100 Termina 25x22 IM Coble TIEM DESCRIPTION 25 2000 **Removed** E 6, on Project Ro-used છ 0 0 2,000 Scrapped or junked w Sulvagod æ Cu 0

Quantities certified correct Scrap materials inspected and of no significant value Field diary conforms with above information

State of Florida Department of Transportation Representative Dile Creat Flaget

(See Cthe Side for Instructions)

Date of Inspection. Final report Incerim report []

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Stilities or Railrand Acpresentative

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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Page

INSTRUCTIONS

1. Prepare three copies, to be distributed as follows:

Original - Job File

2nd Copy - Project Engineer retains - attaches to invoice when forwarded to District

Utility Engineer. Accompanies invoice to Fiscal Office.

3rd Copy - Utilities or RR Representative

2. Confine to the following Major Materials:

Power Companies

Distribution Transmission Poles Towers Conductors Conductors Transformers Insulators

Telephone and Western Union

Poles **Load Coils**

Cable Conduit (duct work)

Wire

Water, Gas and Sewer

Mains - all sizes (excluding service connections)

Valves - all sizes 4 in. and above

Railroads - Crossings

Ties **Guard Timbers Crossing Slabs Guard Rails**

Railroads - Signals

Rail Joints Relays

Boxes and Cases Signal Lamps

Signal Masts and/or Foundations

If materials usually considered minor are in large quantities include these in the report. If items above, such as wire, are in small quantities, do not include.

- 3. Fill in columns as indicated.
- 4. Check against Field Diary.
- 5. If Utility or RR makes use of two or more work orders, separate Major Materials Reports may be made for each.
- 6. Prove by adding columns (2) through (4). These must total the same as column (1).
- 7. Write in explanation column available information concerning scrap sales and other information needed to clarify report.
- 8. If more than one report is prepared for the same project, list only the materials inspected for each date of inspection and number the reports. Do not accumulate the items.

State of Florida Department of Transportation

No.:

917

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May 1, 1961

Mr. John R. Phillips, Chairman State Road Department Tallahassee, Florida

Florida - Documentation to Support Utility's Disposal of Recovered Materials

Dear Sir:

The purpose of this letter is to provide guide lines for the documentation required when materials recovered on utility adjustments are not reused or returned to the Company's stock.

The governing provisions pertinent to subject matter are contained in paragraph 11 and paragraphs 8 and 9 of the Policy and Procedure Memoranda 30-4 and 20-11.1 respectively. Those provisions are specific and demand action on the part of the utility, the State and the Division.

The provisions of PPM 30-4 in part require the utility to give notice as to the time and place the materials will be available for inspection by the State and the Division. It also stipulates that the utility may be held accountable for the full value of the materials which are disposed of in the absence of such a notice.

The provisions of PPM 20 11.1 in part require action by the State and the Division. Where Federal funds are involved, the State must provide the supervision as necessary to assure that all materials which can be economically salvaged are so salvaged. The Division in turn is required to conduct inspection of the work with sufficient frequency and thoroughness to determine that the State is providing such supervision.

In view of the above, the following minimum documentation will be required on those utility adjustments involving recovered materials:

- (1) A notice in writing from the utility to the State advising as to the recovered material which will be unsuitable for reuse or return to stock. The notice should contain information identifying the materials to the extent of listing only the major components recovered along with the comments as to the time and palce such materials may be inspected by the State and the Division.
- (2) The State's records should include a copy of the above utility company's notice. It should also include a copy of a report by the appropriate employee of the State listing the major components of the materials recovered which he has inspected including his findings as to such materials being unsuitable for reuse or for return to stock and whether the materials were disposed of by sale or scrap.
- (3) A copy of the utility notice to the State would be furnished this office for our files.

The dollar value of the materials recovered and found to be unsuitable for reuse or for the return to stock is negligible on many of the utility adjustments. However, there are adjustments where such materials represent considerable value. Therefore, it is considered advisable to point out that the scope of the inspection and degree of documentation should be commensurate with the dollar value of the materials involved.

Yours very truly,

W. C. Peterson Division Engineer

WHB:mdm

CONSTRUCTION MANUAL - DEPARTMENT OF TRANSPORTATION (3rd Edition 1976)

2.13.3 FORCE ACCOUNT WORK

- (2) (c) 2) Equipment rental. For equipment rental, the Department will use as a guide the latest equipment rental schedule subject to the following modifications and conditions;
- a) The rates used shall be hourly, weekly, or monthly as most favorable to the Department. The actual rates to be used shall be as agreed upon by the contractor and the engineer, but for equipment covered by AED rates, shall not exceed the rates determined as provided below.
- 1- In general, only the hourly rate will be listed in the work order; however, the weekly or monthly rate may be listed.
- 2- The hourly rate shall be 8.75 percent of the AED daily rate, adjusted to the nearest five cents. In making the adjustment if the computed rate is half way between, the adjustment, shall be upward. (Example: \$0.975 would be adjusted to \$1.00)
 - 3- Weekly and monthly rates shall be the AED rates.
- 4- When a weekly rental rate applies, each hour the equipment is used in any one week in excess of 40 hours shall be paid for as overtime at 1/40 of the weekly rate.
- 5- When a monthly rental rate applies, each hour the equipment is used in any one 30 consecutive day period in excess of 176 hours shall be paid for as overtime at 1/76 of the monthly rate.
- b) For equipment not listed in the Associated Equipment Distributor's schedule, reasonable rates will be established by negotiation between the contractor and the engineer.
- c) Sufficient description of the equipment shall be given to positively identify the equipment as to type, size, capacity, etc.
- d) The equipment rental rates shall be full compensation for the use of the equipment and for fuel, oil, maintenance and repairs. Operators shall be compensated for under labor.

State of Florida Department of Transportation No.: 919 Page 1 of 1



DEPARTANT

JOHN R. PIGELIPS

TALLAHASSEE

WARREN M. CABON RALPH POWERS WILLIAM T. MAYO JOHN H. MONAHAN A. MAX BREWER

TAMPA LAKE CITY FORT LAUDERDALE TITUSVILLE

August 24, 1962

Bureau of Public Roads Municipalities Utility Companies

Re: Interstate Utility Adjustments - Disconnect Services

Gentlemen:

In order to expedite the payment adjustments for work incurred under the Interstate Construction Program for service disconnect work orders, and further to simplify program requirements needed to authorize appropriate funds; the Department, with full endorsement of the Bureau of Public Roads, proposes to handle this item under Right of Way Acquisition in lieu of the present system of incorporating this item within the construction cost incurred for the overall utility adjustment.

This proposal, in intent, will require that the affected agency submit an invoice covering the utility disconnect charges separate and apart from the billing submitted for the major adjustment work. The documentation, form of invoice, supporting statement, work order systems, etc., will not be changed from the present systems in use as guided by PRM 30-4. The agency involved will continue to submit with the detailed estimate, an item covering disconnect work to be included within the framework of the standard utility agreement.

This new method of handling will not be retroactive; and therefore, please initiate this billing procedure only on projects for which Interstate Utility Agreements have not been executed as of the date of this notice. Although this distribution is not an official supplement to the Utility Manual, you may find its content to be of sufficient interest to warrant the notice being filed with your copy of the manual.

Yours very truly,

M. N. Yancey Engineer of Rights of Way

ES:jhc

cc: District Engineers Fiscal Division

Transmittal 127

April 9, 1975

HHO-32



U. S. DEPARTMENT OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

FEDERAL-AID HIGHWAY PROGRAM MANUAL

| VOLUME | 6 | ENGINEERING AND TRAFFIC OPERATIONS |
|---------|---|------------------------------------|
| CHAPTER | 4 | CONSTRUCTION AND MAINTENANCE |
| SECTION | 1 | GENERAL |

SUBSECTION 14

CONTRACT AND FORCE ACCOUNT (JUSTIFICATION REQUIRED FOR FORCE ACCOUNT WORK)

Par. 1. Purpose

2. Application

3. Definitions

- 4. Determination of Public Interest
- Finding of Public Interest
- 6. Report to Congress

1. PURPOSE

*The purpose of this directive is to prescribe procedures in accordance with 23 U.S.C. 112(b) for a State highway agency to request approval that highway construction work be performed by some other method than by contract award by competitive bidding.

2. APPLICATION

This directive applies to all Federal-aid and other highway construction projects financed in whole or in part with Federal funds and to be constructed by a State highway agency or a subdivision thereof in pursuance of agreements between any State highway agency and the Federal Highway Administration (FHWA) except projects constructed under a Certification Acceptance Plan in those States where the Secretary has discharged his responsibility pursuant to 23 U.S.C. 117. (Reporting of Force Account Affirmative Findings on Certification Acceptance (CA) projects, except projects on the FAS System, is required as prescribed in the Federal-Aid Highway Program Manual 6-5-2, Attachment 2.)

3. DEFINITIONS

The following definitions shall apply for the purposes of this directive:

^{*}Regulatory material is italicized.

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Federal-Aid Highway Program Manual Transmittal 127, April 9, 1975

Vol. 6, Ch. 4 Sec. 1, Subsec. 14

- a. A "State highway agency" is that department, commission, board, or official of any State charged by its laws with the responsibility for highway construction. The term "State" should be considered equivalent to "State highway agency" if the context so implies.
- b. The term "some other method" of construction as used in U.S.C. 112(b) shall mean the "force account" method of construction as defined herein. In the unlikely event that circumstances are considered to justify a negotiated contract or another unusual method of construction, the policies and procedures prescribed herein for force account work will apply.
- c. The term "force account" shall mean the direct performance of highway construction work by a State highway agency, a county, a railroad, or a public utility company by use of labor, equipment, materials, and supplies furnished by them and used under their direct control.
- d. The term "county" shall mean any county, township, municipality or other political subdivision that may be empowered to cooperate with the State highway agency in highway matters.

4. DETERMINATION OF PUBLIC INTEREST

- a. Congress has expressly provided in the cited legislation that the contract method based on competitive bidding shall be used by a State highway agency or county for performance of highway work financed with the aid of Federal funds unless there is an affirmative finding that under the circumstances relating to a given project it is in the public interest to perform the work by some other method.
- b. It may be found in the public interest for a State highway agency or county to undertake a federally financed highway construction project by force account when a situation exists in which the rights or responsibilities of the community at large are so affected as to require some special course of action, including situations where there is a lack of bids or the bids received are unreasonable. The cost, by force account, in all cases must be reasonable.
- c. No precise rules can be prescribed nor can specific examples be followed. If, however, a State highway agency or county in order to perform force account work

Federal-Aid Highway Program Manual Transmittal 127, April 9, 1975

Vol. 6, Ch. 4 Sec. 1, Subsec. 14

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must acquire or rent substantially more equipment than required for its normal operations or if force account work by a particular organization shows a substantial increase over a preceding year, it would be difficult under such circumstances to justify an affirmative finding compatible with the foregoing authorization.

5. FINDING OF PUBLIC INTEREST

- Pursuant to authority in 23 U.S.C. 112(b), it is hereby determined that:
 - (1) By reason of the inherent nature of the operations involved it is in the public interest to perform by force account the adjustment of railroad or utility facilities and similar type facilities owned or operated by a public agency, a railroad, or a utility company, provided the costs are reasonable and that the organization is qualified to perform the work in a satisfactory manner. The installation of new facilities shall be undertaken by competitive bidding except as provided in subparagraphs 5. b. and c. below. The term "adjustment of railroad facilities" includes the installation of grade crossing warning devices, crossing surfaces, and minor track and signal work. The term "adjustment of utilities" includes minor installations of new facilities to provide power, minor lighting, telephone, water and similar utility services to a rest area, weigh-station, movable bridge, or other highway appurtenance, provided such installation cannot feasibly be done as incidental to a major installation project such as an extensive highway lighting system.
 - (2) Because of the urgent necessity for timely completion of temporary operations (i.e., emergency repairs, the need for which is concurred in by the Division Engineer, undertaken during or immediately following the occurence of a natural disaster or oatastrophio failure, to reduce the extent of damage, to protect remaining facilities or to restore travel), it is in the public interest to perform such temporary operations either by force account or by the contract Therefore, the work may be performed by method. the method most suited for the work and a formal affirmative finding is not required in either case.

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Vol. 6, Ch. 4 Sec. 1, Subsec. 14

- (3) Subparagraph 7b(1) in FHWA directive entitled, "Highway Safety Improvement Program" (Volume 6, Chapter 8, Section 2, Subsection 1) stipulates that "The FHWA finds it to be in the public interest for a State highway agency or local government to use its own forces for highway safety improvement projects, if the State highway agency so requests." It is, therefore, unnecessary for the Division Engineer to make an affirmative finding of public interest on such projects but the force account work must be reported to Washington Headquarters to fulfill the requirements of 23 U.S.C. 112(b).
- b. When a State highway agency desires that highway construction work financed with the aid of Federal funds, other than the kinds of work designated under subparagraph 5a or projects constructed under an approved Certification Acceptance Plan, be undertaken by force account, it shall submit a written request to the Division Engineer identifying and describing the project and the kinds of work to be performed, the estimated costs therefor, the estimated Federal funds to be provided, and setting forth the reason or reasons that force account for such project is considered to be in the public interest.
- c. The Division Engineer shall notify the State highway agency in writing of his determination that under the circumstances relating to the project, force account is or is not found to be in the public interest. He shall promptly submit to the Washington Headquarters through the regional office, single copies of the State's request, and his reply to the State highway agency. The Regional Administrator shall periodically review the Division Engineer's finding from an overall program standpoint.

6. REPORT TO CONGRESS

The Associate Administrator, Office of Engineering and Traffic Operations, is responsible for preparing the report for the Committees on Public Works of the Senate and the House of Representatives on all affirmative findings as required by 23 U.S.C. 112(b).

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U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

POLICY AND PROCEDURE MEMORANDUM

Transmittal 290

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March 27, 1973

JOINT DEVELOPMENT OF HIGHWAY CORRIDORS AND MULTIPLE USE OF ROADWAY PROPERTIES

Par. 1. Purpose

2. Authority

3. Definitions

4. Joint Development Reconnaissance

5. Joint Development Planning and Implementation of the Corridor Joint Development Plan Associated with a Federal-aid Project

6. Public Hearings

7. Procedural Requirements

8. Participation

1. PURPOSE

- a. To describe the procedures to be followed in joint development planning activities related to new facilities on the Federalaid systems within urbanized areas, and policies for Federal participation in the costs of such planning and of the implementation of the resulting joint development plan.
- b. In executing the Federal-aid highway program one important objective is that to the extent possible and practicable highways, in addition to their basic purpose of fulfilling the important goal of improved transportation, should make a positive contribution toward enhancement of the environment through which they pass and assist communities in attainment of their stated goals and objectives.
- c. Section 128, Title 23, United States Code, as amended, is a clear indication that highway planning can be used in the accomplishment of this purpose. In implementing this policy every encouragement should be given to making maximum utilization of the highway rights-of-way for both public and private development, provided there is no impairment to the full use and safety of the highway. To take full advantage of this policy and to attain the greatest benefit for the community, highway departments should encourage the greatest possible participation of local government agencies and the private sector. In many instances financial participation by other agencies of government or the private sector will be necessary.

2. AUTHORITY

a. United States Code, Title 23, Sections 109, 128, 134, 315.

b. Code of Federal Regulations, Title 23, Section 1.32, Policies, Procedures, Orders and Memorandums.

3. DEFINITIONS

- a. The term "joint development" or "joint development project" means the set of actions taken in concert by a State highway department, other government agencies, private organizations, and individuals to prepare for and construct a new highway including those activities to develop, redevelop or adjust the land uses and local network of services affected by the new highway.
- b. The term "joint development reconnaissance" means an activity during a highway location study which identifies, for each of the locations under study, the activities which should accompany highway department activities concerned with the new facility, and those development activities which profitably could be coordinated with highway department processes to produce a cohesive and compatible relationship between the new highway and the communities it serves.
- c. The term "joint development planning" means a survey or study jointly sponsored by the local governments, and participated in by the State highway department and others as may be required to:
 (1) describe the social and economic patterns, including utilities and community facilities providing service to the people of the area, which will be affected by the new highway facility; (2) analyze and evaluate these effects and develop recommendations concerning the desired patterns of land use and local services compatible and consistent with the proposed highway facility and other goals and objectives of the affected communities; and (3) create a financial plan and schedule of actions to be taken by the various entities involved to develop the desired patterns.
- d. The term "corridor joint development plan" or "joint development plan" means the officially adopted end product of the joint development planning process. It, thus, includes a complete description of the desired pattern of land uses (including the highway improvement) and the network of local services, associated with a schedule of actions and fundings for which each of the involved entities are responsible.

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- e. The term "highway joint development corrider" or "highway corridor" means the general path of a proposed highway including the zone affected by the highway facility on a particular route location or the associated joint development activities. It thus bears a slightly different meaning than the more technical one intended in transportation planning.
- f. The term "State highway department" refers either to the State agency concerned with Federal-aid highways or such agencies as it may designate to manage a particular project.

4. JOINT DEVELOPMENT RECONNAISSANCE

- a. Section 109, Title 23, United States Code, requires that the Secretary of Transportation "shall not approve plans and specifications for proposed projects on any Federal-aid system if they fail to provide for a facility (1) that will adequately meet the existing and probably future traffic needs and conditions in a manner conducive to safety, durability, and economy of maintenance; (2) that will be designed and constructed in accordance with standards best suited to accomplish the foregoing objectives and to conform to the particular needs of each locality.
- b. In addition, 23 U.S.C. 128(a), as amended, reads as follows:
- "Any State highway department which submits plans for a Federal-aid highway project involving the bypassing of, or going through, any city, town, or village, either incorporated or unincorporated, shall certify to the Secretary that it has had public hearings, or has afforded the opportunity for such hearings, and has considered the economic and social effects of such a location, its impact upon the environment, and its consistency with the goals and objectives of such urban planning as has been promutgated by the community."

The underscoring has been added for emphasis.

c. Joint development reconnaissance is a new tool wholly consistent with the requirements of 23 U.S.C. 109 and will provide the additional information necessary in the consideration called for by 23 U.S.C. 128(a), as amended. It will also further implement our rong stated poincy objective that the highway program, while providing increased mobility through new or improved facilities, should also to the maximum extent possible assist communities in the attainment of their other stated goals and objectives.

d. The purpose of joint development reconnaissance is mreefold. First, it should serve to relate the proposed highway to other plans, programs and goals of the affected jurisdictions. Secondly, it should highlight the opportunities for cooperation and collaboration between the State highway department, and other public or private agencies in carrying out the development of the highway corridor as a coordinated public work. Finally, it should give a more explicit framework for the discussion of alternative route locations in relation to the locality's stated goals and objectives.

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- Joint development reconnaissance. therefore, is primarily oriented to the selection of a specific location for a proposed highway. A reconnaissance study is authorized and should be undertaken for those Federal-aid projects where the State highway department has been officially requested to undertake such work by an affected municipality or by the Federal Highway Administration (FHWA). Joint development reconnaissance is also authorized to be undertaken for other projects at the option of the highway department. It is expected that recomnaissance work will be performed concurrent with route location studies, and will be concluded in time for presentation to the public along with other results of the route location studies.
- f. The joint development reconnaissance work should be done cooperatively with local governments and other recognized planning and resource organizations and groups representing the people of the affected areas. Wherever possible, these activities should utilize the existing cooperative arrangements established for the urban transportation planning process which is required by 23 U.S.C. 134. However, the exact form of organization used and the list of participants in the reconnaissance process should reflect local conditions, as the primary concerns considered in reconnaissance are local ones, not regional in nature.
- g. Joint development reconnaissance work should be utilized as necessary for alternative route locations to provide;
- (1) A collection and analysis of basic data describing the land uses, and broad characteristics of the jurisdictions, and their constituent neighborhoods, potentially affected by a highway.
- (2) Description of the primary economic and social patterns, the local transportation and utility networks, and other services which would be interrupted by a highway.

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- (3) A listing of those actions needed to adjust and restore those interrupted patterns to an acceptable level, with a recommended assignment of responsibilities.
- (4) A description of the development pressures ant to occur within the corridor following construction of a new highway facility, and their relationship to the locality's goals and objectives.
- (5) An analysis suggesting how the plans and programs of local private groups and political jurisdictions might be beneficially combined with highway department activities to produce the desired development of the highway corridor.
- h. Particular attention should be paid to the policies defining the land uses and types of development intended for the highway corridor. Typically, the improved accessibility provided by the new highway and the immediate environmental impact of the facility and its traffic combine to produce change in the value of adjacent land. At times, significant shifts in land uses occur, with detrimental effects on the locality, and impairment of the highway facility and its interchanges. The reconnaissance process should highlight the likelihood of varying degrees of change, and the opportunity to use local powers and resources to deliberately shape land uses in the corridor to accomplish local objectives. Such local programs as urban renewal, streets sewers, water, other community services, and zoning should be examined to see if their powers or funding might be profitably aligned with State highway department actions to produce compatible corridor development consistent with local plans and objectives. The reconnaissance should indicate the desired development goals and suggested means to reach them for each of the alternative locations.
- i. Joint development reconnaissance, as defined in paragraph 3 of this memorandum, is an integral part of route location studies and the costs thereof are eligible for Federalaid reimbursement as part of preliminary engineering.
- 5. JOINT DEVELOPMENT PLANNING AND INPLUMENTATION OF THE CORRIDOR JOINT DEVELOPMENT PLAN ASSOCIATED WITH A FEDERAL-AID PROJECT
- a. Following route selection and approval, local jurisdictions should assume responsibility for preparation of a detailed corridor joint development plan. Joint development planning, when undertaken, would continue the relevant reconnaissance

studies in greater detail, include additional studies as required, and conclude with official acceptance of the joint development plan by the local jurisdiction's governing body. The highway department is encouraged to participate fully in the process imaginatively using the available tools in the highway program to achieve compatibility between the highway and other corridor activities. Particularly important is the need to carry out highway design and construction activities in harmony with the joint development plan.

- b. Federal-aid participation in the joint development planning process and the plan's implementation is allowable as a Federal-aid highway project cost as follows:
- Activities. Federal-aid funds may participate in expense related to joint development planning as defined in paragraph 3 of this memorandum to the extent that the information developed may be needed in making decisions concerning corridor developments related to the highway and in the design of the highway facility itself.

(2) Design of the Highway Facility

- element of a corridor development plan is necessarily the highway itself. Thus, corridor planning and highway design activities should be regarded as a single effort with the goal of having the total joint development plan make maximum contribution to the well-being of people in the corridor. The highway should, as part of the corridor plan, be so located and designed as to allow full benefits to be derived from the combined activities of all entities involved in the plan. There are a number of design variations which can be used to aid in the implementation of the corridor planning objectives. Many of these were examined in "The Freeway in the City," and are endorsed by FHWA.
- (b) Such design features may be approved as part of normal PS&E approval upon a showing that the combined contribution to the objectives of the approved corridor plan or the social and economic benefits to the users of the roadway and the other components of the plan, justify the expenditure.
- (c) Such design features as architectural treatment of highway components, use of extension of structure in place of embankment, adjustment of interchange ramp patterns to increase the usability of enclosed or adjacent lands, and provision of independent alignment for the roadway can be approved in that review. Major choices of the roadway configuration

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such as a shift from a conventional design on grade or viaduct to a depressed section or one of substantial elevation above ground level should be referred to the Office of Environmental Policy, Environmental Development Division.

Acquired for the Highway. There are a number of ways in which rights-of-way can be used to serve the objectives of the approved joint development plan. Paragraphs 7 and 8 of this PPM outline allowable expenditures to provide for a variety of multiple uses of right-of-way properties. Through these means and others the corridor plan and its highway design should attempt to make full use of the right-of-way properties over, under and about the roadway itself and to integrate such use with the other aspects of the corridor development. These planned facilities and uses must conform to the rules established in PPM 80-10 to assure that there is no impairment to the construction, operations or maintenance of the highway facility which would affect its integrity or endanger the traveling public.

(4) Provision of Platforms for Utilization of Airspaces Above the Highway. The utilization of freeway airspaces should be encouraged within the highway corridor development plan. Federal-aid funds may participate in the highway-related costs of construction of platforms in the airspace above a highway when: (a) the use of such space is an integral part of the total corridor joint development and can be generally supported on the basis of the intensity of the land use in the corridor, (b) the public use or tax benefits to the locality, or the advantages to the highway program of the selected route location over alternative locations; and (c) the proposed facility complies with the rules established in PPM 80-10 to protect the highway and its users. The use of Federal-aid highway funds may be justified when further participation in the costs of previding a platform is required to allow action by another entity in implementation of the corridor plan, and it is the Federal Highway Administrator's finding (a) that the proposed joint development project is necessary to conform the highway to the particular needs of the locality; or (b) that a joint development project is the most reasonable means of minimizing the impact of the highway upon the environment.

6. PUBLIC HEARINGS

The material developed under Joint Development Reconnaissance activities or Joint Development Planning for a highway corridor should be presented in public hearings as appropriate and as provided for in

PPM 20-8, "Public Hearings and Location Approval." It is also recommended that the State highway department correlate its presentations with those made by local jurisdictions as may be required by the laws of the locality for their parts in a corridor plan.

7. PROCEDURAL REQUIREMENTS

These requirements apply to all multiple uses of highway rights-of-way, regardless of the extent of Federal-aid highway fund participation in the multiple use.

- a. Proposals for multiple use shall be in the public interest as determined by the local governing body and the State highway department. Such use must be in conformance with an officially approved comprehensive land use plan for an area within which the proposed multiple use is an integral part.
- b. Proposals for multiple use shall include documentation of the extent to which environmental factors affected by the proposed use have been considered.
- c. Any multiple use of the highway right-of-way will require the execution of an agreement between the using party and the State highway department, and approval of the FHWA. If subsequently such usage can be changed for other purposes, the condition under which such usage will be permitted is also subject to the provisions of this PPM. Where conveyance documents are used, such documents shall include restrictive covenants which describe or otherwise limit the type of development and make the plans for development subject to the joint approval of the State highway department and local governing body.
- d. Maintenance and policing of multiple use facilities included within Federal-aid projects will be considered in the same category as maintenance of all the other project features, and the State highway department's responsibility for maintenance will be extended to cover all such items. However, the State highway department may make contractual arrangements with the local unit of government or the sponsor of the multiple use to maintain and police facilities constructed under the provisions of this memorandum or to share this responsibility.

8. PARTICIPATION

a. Feasibility Studies. Feasibility studies may be undertaken to evaluate and develop recommendations concerning the optimum joint development and multiple usages of land involving the highway right-of-way. These studies

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are considered as preliminary engineering and may be financed accordingly.

b. Right-of-Way. PPM 80-1 authorizes the acquisition of whole parcels or portions of the remainders to a logical barrier or boundary, such as a street, under the conditions stated therein. The areas thus acquired which are not specifically required for the safety, maintenance and operation of the highway may be devoted to either public or private uses.

c. Construction

- (1) It is considered appropriate to use Federal highway funds in the financing of the following types of work in the achievement of such objectives subject to the conditions which are subsequently discussed herein on the premise that work needed to make the highway conform to its environment in a reasonable manner is a part of the basic highway cost.
- (2) The items described by the following numbered paragraphs (a) through (d) inclusive may be approved by the Regional Federal Highway Administrator or by the Division Engineer upon redelegation of the necessary authority. The item described in numbered paragraph (c) should be referred to the FHWA for prior review and concurrence.
- (a) The construction of miniparks, including minimum facilities such as walks or other paved areas, benches, sandboxes and the like, where this type of facility can be provided on right-of-way parcel remants or other portions of right-of-way acquired for highway purposes but which may not be needed for operational purposes.
- (b) Site preparation for recreational facilities, such as basketball or handball courts, play areas, tennis courts, etc. Site preparations may include the necessary grading and drainage facilities and, where necessary because of safety or aesthetics, the provision of minimum hard surfacing, lighting, fencing and landscaping on land areas of the type described in paragraph 8c(2)(a).
- (c) Lighting, fencing, curbing, landscaping, false ceilings and a minimum type of hard surfacing on areas under a viaduct when safety or aesthetic considerations are involved and to prevent the area from becoming a public nuisance.
- (d) Increased span length for structures or modifications or variation of structures or highway cross section where such would promote and encourage desirable public and/or private uses of land areas beneath, over, and adjacent to the highway.

(e) The use of structure instead of embankment where the same would be more conducive to development of the land space beneath the structure, improve local traffic circulation, provide for better public services, or be more aesthetically pleasing.

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- d. Requirements. The following conditions shall be met prior to the approval of the financing of any work described above with Federal highway funds.
- (1) The work proposed must be part of a comprehensive plan approved by the Division Engineer for a substantial section of the route on which the project is lorated. This plan must be developed by the State in cooperation with the responsible interested local or other agencies of government. A comprehensive plan developed in accordance with the provisions of this PPM is desirable.
- (2) All facilities constructed with Federal funds must be located on the highway right-of-way.

A. A. Bartelmije

R. R. Bartelsmeyer
Acting Federal Highway Administrator

State of Florida Department of Transportation

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U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION WASHINGTON, D.C. 20590

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POLICY AND PROCEDURE MEMORANDUM

Transmittal 302 June 29, 1973 HNG-14

1. Material Transmitted

PPM 30-4, Utility Relocations and Adjustments

2. Existing Issuances Affected

Supersedes PPM 30-4, Utility Relocations and Adjustments, dated February 14, 1969, IM 20-1-69(1), dated May 27, 1969, and IM 30-4-71, dated July 14, 1971. IM 30-1-70, dated January 6, 1970, is revoked.

Paragraph 15 of PPM 30-4 dated October 15, 1966, remains in effect until such time approval is given to the utility accommodation policies of the State or its political subdivision under paragraph 7c of PPM 30-4.1.

3. Comments

The revised PPM incorporates existing applicable CM's and IM's concerning utility matters. Other revisions simplify current procedures and clarify established policy. Changes are identified as follows:

Reference to Bureau of Public Roads changed throughout.

<u>la</u>: Application to Secondary Road Plan projects has been deleted in accordance with new PPM 20-5, dated March 30, 1973. Reference to the alternate procedure under paragraph 16 has been added.

<u>lb</u>: Application to Secondary Road Plan projects deleted. Reference to paragraph 3d of PPM 30-4.1 also deleted as unnecessary.

lg: Paragraph modified to reflect that PPM 20-5 and the approved Secondary Road Plan agreement will apply where reimbursement is requested for utility work on Secondary Road Plan projects.

NOTE: A

A special distribution (to Regions and Divisions for further distribution to the utility industry) will be made approximately three weeks following this basic distribution.

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3: This paragraph has been extensively reorganized to clarify FHWA's position on basic eligibility requirements under 23,U.S.C.,123, as follows:

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- 3a(2): This provision has been restated to reflect actual practice over the past several years. The purpose is to clarify and further express FHWA's position in a more affirmative manner. It does not change the meaning or intent of the existing provisions.
- 3a(3): Former paragraphs 3a(3) and 3b have been combined to clarify and simplify the basic eligibility requirements with respect to "municipally" or other "publicly" owned utilities. Like 3a(2) above, it does not change the meaning or intent of the existing provisions.
- 3b: This is a new paragraph incorporating the applicable provisions of the December 28, 1967, Circular Memorandum from Mr. J. A. Swanson on "Enactment of New Utility Relocation Statutes." It also adds appropriate cross reference to 3a(2) above and 3a(3) above.
- 3d: This replaces portions of old paragraph 71. It also eliminates the necessity for the State to submit to the division engineer, evidence of a utility's real property interest except only those instances where the utility to be relocated occupies federally owned lands. However, the State is still required to document its files with evidence of a real property interest, as appropriate, in all cases of this nature.
- 4c: That portion of former paragraph 4c dealing with the type of appraisals required has been deleted as unnecessary.
- 6g: "Construction Manual for Highway Construction" has been substituted for "An Informational Guide on Project Procedures" which is no longer applicable.
- 7e: New paragraph. Incorporates provisions of IM 30-4-71, "Federal-Aid Participation Utility Installations Serving a Highway Purpose." Former paragraphs 7e through 71 are renumbered 7f through 7m, respectively.
- $\frac{7h(3)}{3}$: (Former paragraph 7g(3)) Ceiling on lump-sum agreements has been increased from the previous \$5,000 to \$10,000.

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71: (Former paragraph 7k) New subparagraph added for conformity with the provisions of PPM 20-8. New 71(2) requires public hearing be held or location and design approval given for the highway project before authorizing physical adjustment or relocation of utility facilities. Former 7k(2) through 7k(4) renumbered 71(3) through 7l(5) respectively.

7m: (Former paragraph 71) Paragraph revised. The certification statement pursuant to relocations involving conditions covered under paragraph 3a(1) is no longer required. Exception is made where Federal lands are involved, in which case a statement is to be furnished to the division engineer. Former paragraph 7m renumbered 7o.

7n: New paragraph. Incorporates the provisions of IM 20-1-69(1) which allows the division engineer to authorize certain utility relocations prior to the public hearing or location and design approval. Former paragraphs 7n through 7p are renumbered 7p through 7r, respectively.

16: Paragraph 16 has been extensively revised. The previous \$25,000 ceiling for minor cost utility relocations handled under the alternate procedure has been eliminated. Except for major transfer, production, and storage facilities and certain cases falling under the provisions of paragraph 7, all utility relocations and adjustments may be processed under the new alternate procedure. The requirements for authorizing work on individual projects have been modified. A detailed submission for each utility relocation is no longer required prior to authorization by the division engineer. The intent is to authorize all utility work on a project-wide basis wherever practical. The yearly review of sample agreements required previously has been dropped. Instead, a complete review and evaluation of the State's operations under the approved alternate procedure shall be conducted by the division office at least once every three years. A statement has been added to indicate that certain FHWA approval actions required under PPM 30-4 and 30-4.1 are not altered by the provisions of paragraph 16.

Worbert T. Tiemaph

Federal Highway Administrator

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| Appendix A | | Appendix A | |
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U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

POLICY AND PROCEDURE MEMORANDUM

Transmittal 302

30-4

June 29, 1973

UTILITY RELOCATIONS AND ADJUSTMENTS

- Purpose and Application Par. 1.
 - Definitions
 - 3. Eligibility

 - Rights-of-Way Preliminary Engineering and Engineering Services
 - Construction
 - Agreements and Authorizations
 - Recording of Costs
 - Reimbursement Basis
 - Labor Costs 10.
 - Materials and Supplies
 - Equipment
 - Transportation of Employees
 - 14. Utility Bills
 - Accommodation and Installation
 - Alternate Procedure

Appendix A - Index

PURPOSE AND APPLICATION

- a. To prescribe the policies and procedures for the adjustment and relocation of utility facilities on Federal-aid highway projects and projects under the direct supervision of the Federal Highway Administration (FHWA), except Secondary Road Plan projects. It also prescribes the extent to which Federal funds may be applied to the costs incurred by or on behalf of utilities in the adjustment or relocation of their facilities required by the construc tion of such projects. At the election of the State, an alternate procedure for simplifying the processing of utility relocations and adjustments is provided under paragraph 16.
- b. The provisions of this memorandum apply to reimbursement claimed by the State for costs incurred under all State or political subdivision-utility agreements, and for payment of costs incurred under all FHWA-utility agreements, which are entered into after the date of issuance.
- c. Where the lines or facilities to be relocated or adjusted by reason of the highway construction are privately owned, located on the owners' land, devoted exclusively to private use and not directly or indirectly serving the public, the provisions of the PPM 80-Series apply. Where applicable, under the foregoing conditions the provisions of this memorandum may be used as a guide to establish a cost-to-cure.

- Where the utility holds a compensable interest in the land occupied by its facilities, and the relocation involves all or a substantial portion of, or extensive damage to, the utility's physical plant or operating facilities, an analysis shall be made by the State, subject to concurrence by the division engineer, to demonstrate whether the cost of relocation determined under the provisions of this memorandum will exceed the market value of the utility's real property determined by appraisals under PPM 80-3. Any proposed settlement above the amount established by the appraisal process shall require justification as being the most feasible and economical solution available consistent with the public interest, welfare and good,
- Where State law or regulation provides payment standards more liberal than those established by this memorandum the provisions of this memorandum shall govern FHWA's reimbursement to the State. Conversely, where State law or regulation provides more restrictive payment standards, the State standards shall govern such reimbursement. A determination shall be made by the State subject to the concurrence of the division engineer as to which standards will govern, and the record documented accordingly, for each relocation encountered. In making the determination as to which standard is the most restrictive, the net cost of relocation, excluding any cost sharing arrangement between the State and the utility, shall be computed by obtaining the reimbursable amount under each of the following: (1) the State's standards and (2) the standards provided for by this memorandum. Any cost sharing arrangement required by law or agreement between the State and the utility shall be applied to the lesser of the two sums so obtained to establish the amount eligible for Federal fund participation.
- Where the highway construction which requires the utility relocation is under the direct supervision of FHWA, all references herein to the State are inapplicable. Under such circumstances, it is intended that FHWA be considered in the relative position of the
- On Secondary Road Plan projects where Federal-aid participation is requested in the costs of utility relocations, the provisions

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PPM 30-4 Par, 1g

Transmittal 302 June 29, 1973

of PPM 20-5 and the approved Secondary Road Plan agreement will apply.

2. DEFINITIONS

For the purpose of this memorandum, the following definitions shall apply:

- a. "Utility" shall mean and include all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned fire and police signal systems and street lighting systems, which directly or indirectly serve the public or any part thereof. The term "utility" shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary.
- b. The terms "reimburse" and "participate", or their derivatives, shall mean that Federal funds may be used to reimburse the State on Federal-aid projects, or to make payments to the utility on projects under the direct supervision of FHWA to the extent provided by applicable law.
- c. "Division Engineer" shall mean the division engineer of the $FHW\Lambda_\bullet$
- d, "Replacement Rights-of-Way" shall mean the land and interests in land acquired for or by the utility as necessitated by the highway construction.
- e. "Preliminary Engineering" shall mean locating, making of surveys, preparation of plans, specifications and estimates and other related preparatory work in advance of construction operations.
- f. "Construction" shall mean the actual building and all related work including utility relocation or adjustments, incidental to the construction or reconstruction of a highway project, except for preliminary engineering or right-of-way work which is programed and authorized as a separate phase of work,
- g. "Salvage Value" is the amount received for utility property removed, if sold; or if retained for reuse, the amount at which the material recovered is charged to the utility's accounts.
- h. "Work Order System" is a procedure for accountiating and recording into separate accounts of a utility all cases to the utility in connection with any change in its system or plant.

i. "Program Approval" shall mean approval by FHWA of programs of projects proposed by the State. Projects involve preliminary engineering, rights-of-way acquisition or construction at specific locations.

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- j. "Authorization" shall mean authorization to the State by the division engineer to proceed with any phase of a project previously or concurrently given program approval. The date of authorization establishes the date of cligibility for Federal funds to participate in the costs incurred on that phase of work.
- k. "Relocation" shall mean the adjustment of utility facilities required by the highway project, such as removing and reinstalling the facility, including necessary rights-of-way, on new location, moving or rearranging existing facilities or changing the type of facility, including any necessary safety and protective measures. It shall also mean constructing a replacement facility functionally equal to the existing facility, where necessary for continuous operation of the utility service, the project economy, or sequence of highway construction.
- 1. "Cost of Removal" is the cost of demolishing, dismantling, removing, or otherwise disposing of utility property and cleaning up required to leave the site in a neat and presentable condition.
- m. "Cost of Salvage" is the amount expended to restore salvaged utility property to usable condition after its removal.
- n. "Overhead Costs" shall mean those costs not chargeable directly to accounts pertaining to the relocation which are determined on the basis of a rate or percentum factor supported by overhead clearing accounts, or such other means as will provide an equitable allocation of actual and reasonable overhead costs to specific relocation jobs. Such costs may include expenses for general engineering and supervision, general office services, legal services, insurance, relief, pensions, taxes and construction engineering and supervision by other than the accounting utility.
- o. "Betterments" shall mean and include any upgrading to the facility being relocated made solely for the benefit of and at the election of the utility, not attributable to the highway construction.
- p. "The cost of any improvements necessitated by or in accommodation of the highway construction" shall mean the cost of providing improvements in the relocated or adjusted facility that are needed to protect or accommodate the highway and its safe operation.

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PPM 30-4 Par. 2q

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"Administrator" shall mean the Fedq. "Administrator" sha eral Highway Administrator.

ELIGIBILITY 3.

- a. Federal funds may participate, at the pro rata share applicable, in an amount actually paid by a State, or a political subdivision thereof, for the costs of utility relocations under one or more of the following conditions:
- (1) Where the utility has the right of occupancy in its existing location by reason of holding the fee, an easement or other real property interest, the damaging or taking of which is compensable in eminent domain subject to the provisions of paragraph 3d below.
- (2) Where the utility occupies either publicly or privately owned land or public rightof-way, and the State's payment of the costs of relocation is made pursuant to State law and does not violate a legal contract between the utility and the State, provided an affirmative finding has been made by FHWA that such a law forms a suitable basis for Federal-aid fund participation under the provisions of 23 U.S.C. 123.
- (3) Where the utility which occupies publicly owned lands or public right-of-way is owned by an agency or political subdivision of a State, and said agency or political subdivision is not required by law or agreement to relocate its facilities at its own expense, provided the State has furnished a statement to the division engineer establishing and/or citing its legal authority or obligation to make such payments, and an affirmative finding has been made by FHWA that such a statement forms a suitable basis for Federal-aid fund participation under the provisions of 23 U.S.C. 123. This statement should reflect the basis of the State's payment Statewide except where conditions otherwise limit its application to political sub-divisions, projects or individual relocations.
- Where a State enacts a new utility relocation statute or amends an existing statute and requests reimbursement pursuant to the provisions of paragraph 3a(2) or (3) above, the State shall furnish the division engineer copies of the statute, along with a statement reflecting the difference, if any, between the utility relo-cation payment standards under State law and those established by this memorandum. Before reimbursement is approved, two copies of the statute and statement shall be submitted through the Regional Federal Highway Administrate along with appropriate comments to the Office of Engineering for review and referral to the Chief Counsel. While such reviews are underway, the division engineer may conditionally authorize utility relocations subject to an affirm ative finding by FHWA that the State's submission forms a suitable basis for reimbursement

under 23 U.S.C. 123. Should at any time the utility relocation statute become a matter of litigation, the State shall so inform the FHWA.

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- c. Federal funds may not participate in payments made by a political subdivision for relocation of utility facilities where State law prohibits a State from making payment for relocation of utility facilities.
- Where the basis of the State's payment of the cost of relocation is made pur suant to the conditions under paragraph 3a(1), the State shall obtain and have on record suitable evidence of the utility's title to a compensable real property interest. Where the utility's property interest is not a matter of public or private record an affirmative finding by the State's legal counsel of the utility's compensable interest shall be incorporated as part of the State's records. Cases involving the relocation of utilities occupying Federal lands are to be submitted to FHWA for review in accordance with the provisions of paragraph 7m.
- Where the advance installation of new utility facilities, crossing or otherwise occupying the proposed right-of-way of a future planned highway project, is either underway, or scheduled to be underway, prior to the time such right-of-way is purchased by or under control of the State, arrangements should be made for such facilities to be installed in a manner that will meet the requirements of the future planned highway project. Federal funds are eligible to participate in the additional costs incurred by the utility that are attributable to and in accommodation of the planned highway project, provided such costs are incurred subsequent to authorization of the work by the division engineer. For example, such additional costs may include the cost of providing higher poles or longer spans, encasement of cable or pipes, additional length of facilities and the like, that are needed to protect the planned highway and its safe operation, and which otherwise would not be required by the utility for its own operation. Subject to the other provisions of this memorandum, reimbursement may be approved under the foregoing circumstances when it is demonstrated that the action taken is necessary to protect the public interest, and the adjustment of the facility is necessary by reason of the actual construction of the planned highway project. Emergency situations may be processed in the manner prescribed by paragraph 7p.

4. RIGHTS-OF-WAY

a. Replacement right-of-way to be acquired by or on behalf of a utility shall be programed and authorized either as an

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expense incidental to the cost of relocation, or as part of the right-of-way acquisition phase of either the highway project as a whole, or a separate utility relocation project. Reimbursement may be approved for the cost of replacement right-of-way incurred after the date any of the foregoing phases of work are included in an approved program and replacement right-of-way for utilities is authorized by the division engineer, provided:

- (1) the State's payment does not violate the law of the State or violate a legal contract between the utility and State, and
- (2) there will be no charge to the project for that portion of the utility's existing right-of-way being transferred to the State for highway purposes, and
- (3) the utility has the right of occupancy in its existing location by reason of holding the fee, an easement or other real property interest, the damaging or taking of which is compensable in eminent domain, or the acquisition is made in the interest of project economy or is necessary to meet the requirements of the highway project.
- b. Expenses incurred by the utility incident to the acquisition of replacement rights-of-way may be reimbursed. These expenses may include such items as: salaries and expenses of utility employees while engaged in the appraisal of and negotiation for such right-of-way, amounts paid independent appraisers for appraisals made of such right-of-way, recording costs, deed fees and similar costs normally paid incident to land acquisition.
- c. The utility shall determine and record its valuation of the replacement rights-of-way that it acquires, prior to negotiation for its acquisition. This means the utility should, by its records be in a position to justify amounts paid for such right-of-way. The valuation may consist of appraisals by utility employees or by independent appraisers. Sound valuation and acquisition practices should be followed by the utility.
- d. Acquisition of rights-of-way by the State for a utility shall be in accordance with the PPM 80-Series.
- e. Where the utility has the right-ofoccupancy in its existing location by reason
 of holding the fee, an easement or other real
 property interest, and it is not necessary by
 reason of the highway construction to adjust
 or replace the facilities located thereon, the
 taking and damage of the utility's real property, including the disposal or removal of
 such facilities, is a matter for consideration
 as a right-of-way transaction in accordance
 with the PPM 80-Series.

Where a utility company has a compensable property interest in land to be acquired for a scenic strip, overlook, rest area or recreation area, the State is to take steps necessary to protect and preserve the area or strip being acquired. This will require a determination by the State whether retention of the utility at its existing location, will now or later adversely affect the appearance of the area being acquired, and whether it will be necessary to subordinate or acquire the utility's interests therein, or to rearrange, screen or relocate the utility's facilities thereon, or both. Where the adjustment or relocation of utility facilities is necessary, the provisions of this memorandum apply. In such cases, the State shall determine, subject to concurrence by the division engineer, whether the added cost of acquisition attributable to the utility's property interest or facilities which may be located thereon outweigh the aesthetic values to be received.

5. PRELIMINARY ENGINEERING AND ENGINEERING SERVICES

- a. Preliminary engineering work and other related preparatory work undertaken by or under the direction of a utility shall be programed and authorized either as an expense incidental to the cost of relocation, or as part of the preliminary engineering phase of either the highway project as a whole, or a separate utility relocation project. Reimbursement may be approved for such costs incurred after the date any of the foregoing phases of work are included in an approved program, and preliminary engineering for utilities is authorized by the division engineer.
- Where a utility is not adequately staffed to prosecute the relocation, Federal funds may participate in the amounts paid to engineers, architects and others for required engineering and allied services, provided such amounts are not based on a percentage of the cost of relocation. Where reimbursement is requested by the State for the cost of such services, the utility and its consultant shall agree in writing as to the services to be provided and the fees and arrangements therefor. Federal-aid lunds may participate in the cost of such services performed under existing written continuing contracts where it is demonstrated that such work is regularly performed for the utility in its own work under such contracts at reasonable costs. It is expected the State and utility will, insofar as practicable, adopt and follow the procedures set out in PPM 40-6 and its supplements. The proposed use of such services, fees and arrangements therefor, are subject to prior approval by the division engineer, except as provided below:

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Transmittal 302 June 29, 1973 PPM 30-4 Par, 5b(1)

(1) Where the proposed utility work is relatively simple, and the fees for the proposed engineering services are less than \$5,000, and the division engineer has previously approved a satisfactory statement of procedures the State uses Statewide for such matters.

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- (a) The statement of procedures shall establish a ceiling on the fees to be covered, not to exceed \$5,000, and outline the State's practices for reviewing and approving the need for such services, the reasonableness of the fee, the adequacy of the contract document or arrangements, and the qualifications of the individual or firm. The division engineer may approve the State's statement of procedures where he is satisfied that the State's procedures follow sound business practices and are satisfactory to provide adequate control for this type of work. Reimbursement may be approved where the costs incurred are in accordance with the approved statement of the State's procedures.
- (2) Where the engineering services are performed under existing written continuing contracts for fees of \$5,000 and less, and it is demonstrated this service is regularly performed for the utility in its own work under such contracts at reasonable costs.
- c. All agreements for the engineering services outlined in 5b above, in which Federal-aid funds are to participate, shall include a certificate, as a supplement to said agreement, as shown by Attachment I to this memorandum. The certificate shall be executed by the individual so engaged, or by a principal officer of the firm retained.

6. CONSTRUCTION

- a. Construction costs incurred by a utility subsequent to the date on which the division engineer authorized the State to proceed with the relocation may be reimbursed. Federal funds will not participate in any utility relocation (1) not necessitated by the construction of the highway project or (2) for changes made solely for the benefit or convenience of a utility, its contractor, or a highway contractor,
- b. Unless the utility work is made a part of the State's highway construction contract or performed under a separate contract let by the State, as agreed to by the utility and the State with the approval of the division engineer, all utility relocations and all work incidental to such relocation shall be performed by the utility with its own forces, or by a contractor paid under a contract let by the utility, or both. When the contractual method

- is utilized, pursuant to applicable State law or regulation, Federal funds may participate in the cost of the relocation, where it is demonstrated that the letting of a contract by the State was in the best interest of the State, or that the letting of contract by the utility was necessary because the utility was not adequately staffed or equipped to perform the work with its own forces at the time of relocation.
- c. Where reimbursement is to be requested, any contract to perform work in connection with the utility relocation should be under an award to the lowest qualified bidder who submitted a proposal in conformity with the requirements and specifications for the work to be performed, as set forth in an appropriate solicitation for bids, except as set forth in paragraphs 6d and e. Appropriate solicitation shall be accomplished through open advertising in publications, or by circularizing to a list of prequalified contractors or known qualified contractors. A list of such contractors shall be submitted to the State for informational purposes in advance of the solicitation for bids.
- d. Federal funds may participate in the costs of relocation work performed under existing written continuing contracts where it is demonstrated that such work is regularly performed for the utility under such contracts at reasonable costs. This may include existing continuing contracts with another utility. Where such other utility has an ownership interest in the facility to be relocated, Federal funds will not be eligible to participate in intercompany profits.
- e. Where the utility proposes to contract outside the requirements under paragraphs 6c and d for work of relatively minor cost or nature, for example, tree trimming and the like, Federal funds may participate in the costs so incurred, provided it is demonstrated that such requirements are impractical and the utility's action did not result in an expenditure in excess of that justified by the prevailing conditions.
- f. All labor, materials, equipment and other services furnished by the utility shall be billed by the utility direct to the State. The special provisions of contracts let by the utility or the State shall be explicit in this respect. The costs of force account work performed for the utility by the State and of contract work performed for the utility under a contract let by the State, shall be reported separately from the costs of other force account and contract items on the highway project.

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g. Field verification by the State, to justify and support payment for the work done, is necessary to the proper handling of utility relocations and adjustments. A minimum treatment is the procedure outlined under "Utility Adjustments" in the AASHO publication, "Construction Manual for Highway Construction", or any other equally acceptable written procedure mutually agreed upon by a State and the division engineer to accomplish the purpose. The cost of preparing ac-built plans, to the extent necessary for the State to verify costs, and/or for highway maintenance purposes, is reimbursable.

7. AGREEMENTS AND AUTHORIZATIONS

- a. Except as provided in paragraph 7r, where retimbursement is requested by the State, the utility and the State shall agree in writing on their separate responsibilities in financing and accomplishing the relocation work, either through the use of master agreements for relocation work to be encountered on an area-wide or Statewide basis, or through the use of individual agreements on a case by case or project basis, or both. The form of the written agreement is not prescribed. Said agreement shell incorporate this memorandum and any supplements and revisions thereto by reference, and by inclusion therein or by supplement thereto shall, for each relocation encountered, set forth:
- (1) the basis of the State's authority, obligation, or liability to pay for the relocation (reference paragraph 3 of this memorandum),
- (2) the scope, description and location of the work to be undertaken,
- (3) the method to be used by the utility for developing relocation costs (reference paragraph 7h of this memorandum).
- (4) the method to be used for performing the relocation work, either by the utility's forces or by contract, and
- (5) that the facilities to be relocated to a position within the highway right-of-way will be accommodated in accordance with the provisions of PPM 30-4.1.
- b. The agreement shall be supported by plans, specifications where required, and estimates of the work agreed upon, which shall be sufficiently informative and complete to provide the State and division engineer with a clear showing of work required in accordance with paragraphs 7i and j of this memorandum.
- c. The division engineer shall indicate his approval of the written agreement by endorsement thereon. Any conditions or

qualifications attached to his approval shall be set out by letter from the division engineer to the State. Such approval and any conditions or qualifications attached thereto are for the purpose of informing the State the extent that Federal funds are eligible to participate in the costs incurred under the approved agreement, subject to the provisions of this memorandum.

- d. Where applicable, the written agree ment shall set out by separate clause the terms and amounts of any contribution made or to be made by the utility to the State in connection with payments by the State to the utility under the provisions of paragraph 3. Federal funds are not eligible to participate in any costs for which the utility repays a State or political subdivision for the State's pro rata share, or portions thereof, of the cost of relocation.
- e. In cases involving the installation of highway lighting, traffic signal, water, electric power and similar facilities that are to serve a highway purpose, and where under established practice in a locality the ownership of such facilities is to remain with a utility company rather than the State or a political subdivision, Federal-aid highway funds may participate in the cost of constructing such facilities for public highway purposes when found to be in the public interest by the division engineer, provided assurances are made in the State-utility agreement that the utility will:
- (1) Adequately maintain such facilities and provide continuous quality service;
- (2) Record the cost of such facilities as a contribution by the State and maintain related accounting records in accordance with applicable provisions of the Uniform System of Accounts prescribed by the Federal Power Commission esp., Account 271 Contributions in Aid of Construction, its equivalent or its successor;
- (3) Eliminate from the rate determination process (a) the original cost to the State of all such facilities and (b) the corresponding current and cumulative depreciation amounts; and
- (4) Relinquish ownership and possession of all such facilities to the State should the utility either go out of business or be sold to another company unwilling to abide by the terms of the agreement.

Where a publicly owned utility is involved, (2) and (3) above may be modified as appropriate to reflect current accounting and rate determination practices used by the utility,

f. Where the relocation involves work to be paid by the State and work to be done at the

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PPM 30-4 Par. 7f

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expense of the utility, and reimbursement is requested by the State, the written agreement shall state the share to be borne by each party; that is, by the State and by the utility. Reimbursement shall follow the basis of cost allocation set out in the agreement, except where adjustment is required by changes between the work planned and accomplished.

- In the event there are changes in the scope of work, extra work, or major changes in the planned work covered by the approved agreement, plans and estimates, reimbursement therefor shall be limited to costs covered by a modification of the agreement, or a written change or extra work order, approved by the State and the division engineer. Emergency situations may be processed in the manner prescribed by paragraph 7p.
- Agreements shall set forth the method of developing the relocation costs which shall be one of the following alternatives:
- (1) Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (2) Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the utility and approved by the State and the division engineer. Where such a procedure is proposed by a utility, approval by the division engineer will be limited to an accounting procedure which the utility uses in its regular operations.
- (a) The use of unit costs, such as broad gauge units of property, where the utility maintains and regularly uses such unit costs in its own operations will be considered as meeting the requirements under paragraphs 7h(1) and (2) above, provided a determination is made by the State, subject to the concurrence of the division engineer, that such unit costs and supporting records are representative of the actual direct and related indirect costs, accumulated under the accounting procedure prescribed by the regulatory body having jurisdiction over the utility or the accounting procedure approved by the State and division engineer.
- (3) An agreed lump sum where the estimated cost to the State of the proposed adjustment does not exceed \$10,000 and where the State and the division engineer are satisfied that the utility's cost estimate and method of estimating, including the use of unit costs, such as broad gauge units of property, where used by the utility in its own work, are adequate to support the lump sum method. The

lump sum agreement shall be supported by a plan prepared in accordance with paragraph 7j, specifications where required, and a detailed cost estimate prepared in a manner that will permit comparison with the agreement and supporting plans, which will give the State and division engineer a clear understanding of the work proposed. The agreement shall be subject to the prior approval of the State and the division engineer. Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size, and rate; materials and supplies by items and price; and payroll additives and other overhead factors, with a statement of what is included in each, and the basis for determining the percentage used. Where determining whether the cost of relocation falls within the ceiling for lump sum utility agreements, it is not necessary to reflect the estimated costs of utility work not attributable to the highway construction or not eligible for Federal fund participation.

- (4) Where work is to be performed by forces of a utility, the nature of whose regular business is such that its accounting system is not designed or required to classify, record, and otherwise reflect the results of operation on a continuing basis in terms of physical work items, the estimate of cost shall include reference to the support to be (a) presented with the claim for reimbursement, and (b) maintained by the utility for subsequent review. The claim for reimbursement shall be accompanied by a duly certified post-construction compilation of cost, showing such details as man-hours by class and rate; equipment by type, size, and rate; materials and supplies by items and price. Upon review of claims as herein contemplated and as otherwise required, the State and FHWA shall make such determinations as are appropriate in the circumstances, including any necessity for audit at the site of the utility.
- The estimate in support of the agreement shall set forth the items of work to be performed, broken down as to estimated cost of labor, construction overhead, materials and supplies, handling charges, transporta-tion and equipment, rights-of-way, preliminary engineering, and construction engineering, including an itemization of appropriate credits for salvage, betterments, and expired service life, all in sufficient detail to provide the State and division engineer a reasonable basis for analysis. The factors that will be included in the utility's construction overhead account shall be set forth. Materials are to be itemized where they represent relatively major components or cost in the relocation. Unit costs, such as broad gauge units of property,

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may be used for estimating purposes where the utility uses such units in its own operations.

- j. The supporting plans or drawings for the utility relocation shall be sufficiently informative to provide a clear picture of the work to be done and shall show:
- (1) the location, length, size and/or capacity, type, class, and pertinent operating conditions and design features, of existing, proposed, and temporary facilities, including proposed changes thereto, and disposition thereof, all by appropriate nomenclature, symbols, legend, notes, color-coding or the like:
- (2) the project number, plan scale and date, the horizontal and, where appropriate, the vertical location of the utility facilities in relation to the highway alignment, geometric features, stationing, grades, structures, and other facilities, proposed and existing right-of-way lines, and where applicable, the access control lines;
- (3) where applicable, the limits of right-of-way to be acquired from, by or on behalf of the utility; and
- (4) by appropriate notes or symbols, that portion of the work to be accomplished, if any, at the sole expense of the utility.
- k. On projects where the State plans to request reimbursement for utility relocation costs, it is necessary to show under the character of work on Form PR-1 that "utility relocations" are included. The utility work may be programed either as part of the right-of-way acquisition phase, or the construction phase of the highway project, or as a separate utility relocation project. Where feasible, arrangements should be made to program all phases of the utility work under a single project.
- 1. Where reimbursement is requested, except as otherwise provided by paragraphs 7m n, and o, authorization by the division engineer to the State to proceed with the physical adjustment or relocation of a utility's facilities may be given:
- (1) on or after the date the utility relocation is included in an approved program, as part of the right-of-way acquisition phase (program Stage 1 or 2) or construction phase (program Stage 2 only) of a highway project, or as a separate utility adjustment project (program Stage 2 only), and
- (2) after the public hearing has been held or location and design approval has been given for the highway project, and

- (3) at such time as the division engineer is furnished and reviews plans and estimates reporting adequately the utility work proposed, the location of the highway project and the utility relocation, and
- (4) when the division engineer is furnished and reviews the proposed, or executed agreement between the State and the utility, and
- (5) when the division engineer is furnished a schedule for accomplishing the utility work based on the best information available at the time authorization is requested.
- m. In cases where the utility to be relocated occupies Federal lands, the division engineer shall not issue authorization to proceed until the State has submitted a statement signed by a responsible highway official citing the legal basis which establishes the utility's compensable property interest in such lands. In exceptional circumstances, and for good cause shown by the State, the division engineer may, at his discretion, waive the requirement of submittal of the above statement as a condition precedent to authorization to proceed. Such submittal, however, shall in all instances be a condition precedent to Federal reimbursement.
- n. The division engineer may authorize the physical relocation or adjustment of utility facilities before a public hearing or location and design approval, under the following conditions:
- (1) Where the utility facilities to be relocated or adjusted occupy, in part or in whole, any rights-of-way authorized by the division engineer prior to a public hearing or location/design approval, pursuant to PPM 20-8.
- (2) Any relocation or adjustment of utility facilities meeting the requirements of paragraph 3c.
- o. Where mutually agreed to by the State and division engineer, arrangements may be made for advance conditional authorization of utility relocation work. Either at the time of program approval or later, the division engineer may issue a letter of authorization to the State, on a selected construction location, to proceed with any or all necessary utility relocation work within a project, including preliminary engineering, related preparatory work and replacement right-of-way acquisition, but with the understanding that the actual physical adjustment or relocation of any utility facilities will not be undertaken until, and

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unless, the division engineer is furnished and approves for each relocation, the proposed or executed agreement between the State and the utility, including the supporting plans and estimates therefor. The cost of replacement right-of-way so acquired and actually incorporated in the finally approved utility relocation will be eligible for Federal participation.

- p. Where unforeseen circumstances during construction of the highway project necessitate adjustment or relocation of utility facilities, arrangements therefor can, and should, be made promptly by the State, and may be confirmed by telephone with the division engineer. Where necessary to prevent undue delay or interference with the highway construction, the division engineer may establish a date of eligibility for such work and authorize the State to proceed subject to his subsequent review and approval of a satisfactory State-utility agreement therefor. Any oral arrangements so made shall be confirmed in writing, to the State, by the division engineer.
- ${\bf q}.~~{\bf Fe}{\bf dera}{\bf l}$ funds may not reimburse the State for costs of utility relocations:
- (1) until and unless the division engineer approves the executed agreement between the State and the utility (except as provided in paragraph 7r), and
- (2) until and unless a project agreement which includes the work is executed,
- (3) which are not required by the finally approved project location and highway construction plans.
- r. Where all efforts of the State and the utility fail to bring about written agreement of their separate responsibilities under the provisions of this memorandum, the State shall submit its proposal and a full report of the circumstances to the division engineer.
- (1) The division engineer shall make appropriate investigation and submit his report and recommendations through the Regional Administrator to the Administrator. Conditional authorization for the work to proceed may be given to the State, with the understanding that Federal funds will not be paid for work done by the utility until the Administrator has given his approval to the State's proposal.
- (2) The Administrator will consider for approval any special procedure under State law, or appropriate administrative or judicial order, or under blanket master agreements with the utilities, that will fully accomplish all of the foregoing objectives, and accelerate

the advancement of the construction and completion of projects.

8. RECORDING OF COSTS

- a. All utility relocations will be recorded by means of work orders or job orders, except as otherwise approved under paragraphs 7h(2), (3) and (4).
- Where the relocation costs are to be developed pursuant to the methods outlined in paragraphs 7h(1) or (2), the individual and total costs properly reported and recorded in the utility's accounts, in accordance with the approved method for developing such costs, shall constitute the maximum amount on which Federal fund participation may be based for the work performed under the approved utility agreement. Separate work orders may be issued for additions and retirements, or the retirements may be included with the construction work order, provided, however, that all items relating to retirements shall be kept distinctly separate from those relating to construction.
- c. Each utility shall keep its work order system in such manner as to show the nature of each addition to, or retirement from a facility, the total cost thereof, and the source or sources of cost.
- d. The provisions of paragraphs 10, 11, 12 and 13 are intended for use as general guidelines in the development of reimbursable costs. It is further intended that cost development under prescribed or approved systems of accounts shall be the general controlling factor.

9. REIMBURSEMENT BASIS

- a. Where payment by the State for the costs of relocation is made pursuant to the provisions of paragraph 3 of this memorandum, and such payment is for the entire amount paid by, or on behalf of, the utility properly attributable to the relocation, after deducting therefrom any increase in the value of the new facility, and any salvage value derived from the old facility, reimbursement of such costs may be approved, subject to the following understandings:
- (1) "The entire amount paid by or on behalf of the utility properly attributable to the relocation" shall mean the cost of adjusting or rearranging the existing facility, or providing a replacement facility functionally equal to the facility, or portion thereof, being replaced, including the cost of any additions, improvements, removals, or replacement right-of-way necessitated by, or in accommodation of, the highway project.

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- (2) The deduction for "any increase in value of the new facility" shall include a credit to the project for the cost of:
- (a) any betterments in the facility being replaced or adjusted, and
- (b) where appropriate, any increase in value attributable to the substitution of a replacement facility for an existing facility, as determined in accordance with the provisions of paragraph 9b.
- (3) The deduction for "any salvage value derived from the old facility" shall include a credit to the highway project for the value of the materials removed, as determined in accordance with the provisions of paragraphs 11b and c of this memorandum.
- h. In any instance where the relocation involves the substitution of a replacement facility for an existing facility, a determination shall be made whether a credit is due to the project for the value of the expired service life of the facility being replaced, except as provided in paragraph 9b(1). Such credit shall take into account the effect of such factors as wear and tear, action of the elements, and functional or economic obsolescence of the existing facility, not restored by maintenance during the years prior to the relocation.
- (1) A credit to the project for the value of the expired service life of the facility being replaced will not be required where such facility involves only:
- (a) utility line crossings of the highway, or
- (b) segments of a utility line, other than utility line crossings of the high-way, less than one mile in length, provided the replacement facility for such a segment is not of greater functional capacity or capability than the one it replaces, and includes no betterments.
- (2) The following shall constitute prima facie evidence that a credit is due to the project for the value of the expired service life of the facility being replaced:
- (a) Where the replacement facility is functionally equal to the existing facility which it replaces, and such existing facility involves a segment of a utility line one mile or more in length.
- (b) Where the replacement facility is other than a segment of the utility's service, distribution or transmission lines, such as

- a building, pumping station, filtration plant, power plant or substation, production, or transfer or storage facilities, and any other similar operating units of a utility's physical plant or operating facilities.
- (c) Where the replacement facility involves betterments, or is of greater functional capacity or capability than the one it replaces, except for utility line crossings of the highway as provided in paragraph 9b(1)(a).
- (3) Where an affirmative finding is made that a credit for the value of expired service life is due to the project, the aredit to be given shall be in an amount bearing the same proportion to the original cost of the facility being replaced as its existing age bears to its estimated total life expectancy.
- (4) "The estimated total life expectancy" is the sum of the period of actual use and the period of expectant remaining service life. The period of expectant remaining life may be taken from the utility's records, established through the use of age-life curves, or determined by the interested parties through field inspections, giving due consideration to the quality and frequency of maintenance.
- (5) Where original costs are not ascertainable from the utility's accounts and records, they may be estimated by trending back present day costs.
- (6) The burden of proof of any exceptions to the foregoing requirements lies with the utility company and will require written explanation to demonstrate that the replacement facility will not remain in useful service for a longer period than the existing facility would have remained in service, had the replacement not been made, and the reasons therefor.
- (7) Exceptions claimed on the basis of predicted functional obsolescence of the replacement facility must be substantiated by formal and planned utility work programs, schedules, or equally suitable documentation, and the utility must satisfactorily demonstrate and justify the reasons why the planned replacement and expansion cannot be accomplished at the time of the highway-utility relocation. Exceptions claimed on the basis of predicted economic obsolescence of the replacement facility must also be substantiated by suitable documentation. Where such exceptions are substantiated and demonstrated to the satisfaction of the State and division engineer, an analysis shall be made to determine any increase in value to the utility resulting from the predicted early retirement and salvage of the replacement facility.

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(8) The credit to be obtained for expired service life shall be determined jointly by the utility company and the State, subject to concurrence by the division engineer, and shall be set forth in the detailed estimate supporting the agreement between the utility and the State.

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- c. Additional costs incurred by a utility resulting from complying with governmental or industry codes, or current design practices regularly followed by the utility in its own work may be reimbursed provided either of the following conditions are satisfied, as determined by the State with the concurrence of the division engineer:
- (1) There is a direct benefit to the highway project, for example, improved appearance, increased highway safety, or added protection.
- (2) Compliance with such codes or practices is required under Federal, State or local governing laws and ordinances.
- d. Except as provided for under paragraph 9c of this memorandum, where the utility elects to install, or it is current practice in the utility's own operations to install, facilities of a type different than the facilities being replaced, for example, the substitution of ACSR for copper conductors, underground cables for aerial lines and the like, reimbursement shall be limited to the cost of providing the most economical replacement facility, or restoration of service, functionally equal to the one being replaced.
- e. Where an addition to an existing facility is required by the highway construction, such as an increase in the length of a relocated utility line, the actual costs of the addition are reimbursable to the extent the materials in the addition are not of a type or a class superior to the materials in the facility to which the addition is extended, except that the cost of any improvement in type or class which is required in connection with the construction of the project is reimbursable.
- f. Where necessitated by the highway project, Federal funds are eligible to participate in the costs incurred for rehabilitating, moving, or replacing buildings of a utility company, including the equipment and operating facilities therein, which are used for the production, transmission, or distribution of the utility's products. Except where it is demonstrated that the existing building and/or facilities are required to remain in place and in service until a (new) replacement building and/or facilities are

- constructed and in service at a new location, an analysis shall be made by the State to determine the cost and feasibility of each of the following:
- (1) to rehabilitate the building at its existing location,
- (2) to move it as a unit intact to its new location,
- (3) to dismantle it and reassemble or reconstruct it at its new location, or
- (4) to replace it with a new building at the new location.

Reimbursement may be approved for the costs incurred under the most feasible and economical solution available, less appropriate credits for salvage and betterments, as determined by the State, subject to concurrence by the division engineer. Where a (new) replacement building and/or (new) equipment or facilities therein are constructed, credit will also be given to the project in accordance with paragraph 9b.

g. In no event will the total of all credits required under the provisions of this memorandum exceed the total costs of adjustment, exclusive of the cost of improvements necessitated by the highway construction.

LABOR COSTS

- a. Salaries and wages billed at actual rates or at average rates accounting for productive labor hours, retroactive pay adjust-ments, and expenses paid by a utility to individuals during the periods of time they are engaged in the utility relocations are reimbursable when supported by adequate records, except for engineering or inspection charges which are being reimbursed under the utility's construction overhead account. Costs to the utility of vacation, holiday pay, company sponsored benefits, and simila costs incident to labor employment, will be reimbursed when supported by adequate records. These may include individuals who are engaged in the direct and immediate supervision of the work at the site of the project and in the actual preparation of the plans and estimates of the relocation.
 - b. Overhead Construction Costs:
- (1) So that each relocation shall bear its equitable proportion of such costs, all overhead construction costs not chargeable directly to work order or construction accounts such as, general engineering and supervision, general office salaries and expenses, construction engineering and supervision by other than the accounting

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utility, legal expense, insurance, relief and pensions and taxes shall be charged to the relocation on the basis of the amount of such overhead costs reasonably applicable thereto. The instructions contained herein shall not be interpreted as permitting the addition to utility accounts of arbitrary percentages or amounts to cover assumed overhead costs, but as accepting assignment to the relocation of actual and reasonable overhead costs.

- (2) The cost of advertising and sales promotion, interest on borrowed funds or charges for the utility's own funds when so used, resource planning and research programs, stock and stockholder's expenses and similar costs are not considered as necessary and incident to the performance of the relocation and are not eligible for Federal participation.
- (3) Premiums paid to an insurance company for Workmen's Compensation, Public Liability and Property Damage Insurance will be reimbursed where, and to the extent, it is determined that, the amounts of the premiums are the products of the proper rates applied to the amounts of paid salaries and wayes, exclusive of vacation pay or allowances, and are acceptable to the State and division engineer.
- (4) Where it has been the policy of the utility to self insure against public liability and property damage claims, reimbursement will be at the rate developed by the utility, or in the absence thereof, at a rate not in excess of one percent of salaries and wages charged to the job.
- (5) The records supporting the entries for overhead costs shall be so kept as to show the total amount, rate, and allocation basis of each additive, and be subject to audit by representatives of the State and Federal Government.

11. MATERIALS AND SUPPLIES

a. Costs: Materials and supplies shall be billed at inventory prices when furnished from the utility's stocks, and at actual cost to the utility when the materials and supplies are not available from the utility stocks and must be purchased for the relocation. The costs of handling at stores or at material yards, the costs of purchasing, the costs of impection and testing, and any charge for general overhead expense are provided for under paragraph 11i. When not so allocated in the utility's overhead accounts, they may be included in the computation of the prices of materials or supplies. The computation of costs of materials and supplies shall include

the deduction of all offered discounts, rebates, allowances and intercompany profits. In those instances where the book value does not represent the true value of used materials, they shall be charged to the project at the same rate used by the utility in its own work, but in no event shall they be charged at more than the value determined in accordance with the foregoing provisions of this paragraph.

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- $\begin{tabular}{ll} \textbf{b.} & \textbf{Materials Recovered From Permanent} \\ \textbf{Facility:} \end{tabular}$
- (1) Materials recovered in suitable condition for reuse by the utility, in connection with construction or retirement of property, shall be credited to the cost of the project at current stock prices; or if a utility charges recovered material to the material and supply account at original cost or a percentum of current price new, and the utility follows a consistent practice in this regard, the work order shall receive credit accordingly. The foregoing shall not preclude any additional credits when such credits are required by State law or regulations.
- (2) The State and the division enginery shall have the right to inspect recovered materians prior to disposal by sale or scrap. This requirement will be satisfied by the utility giving written notice, or oral notice with later written confirmation, to the State of the time and place the materials will be available for inspection. This notice is the responsibility of the utility, and it may be held accountable for full value of materials disposed of without notice.
- (3) If recovered materials are not suitable for reuse by the utility, they shall be disposed of as outlined in paragraph 11c(2).
- (4) Where the (new) replacement facility includes materials of a type different than the materials being replaced, for example, aluminum for copper and the like, the credit for the materials recovered from the existing facility shall not exceed which ever is the greater of the following amounts: (1) the original cost of the existing material, or (2) the current cost of the replacement materials.
- c. Materials Recovered from Temporary Use:
- (1) Materials recovered from temporary use in connection with a highway project, which are in suitable condition for reuse by the utility, shall be credited to the cost of the project at stock prices charged to the job, less ten (10%) percent for loss in service life. The State and division engineer shall have the right to inspect all recovered materials not reusable by the utility. Notice shall be given as provided by paragraph 11b(2).

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- (2) Items of materials recovered from temporary use which are unsuitable for reuse by the utility, and which have been determined to have a sale value, shall either be sold, following an appropriate solicitation for bids, to the highest bidder, or if the utility regularly practices a system of disposal by sale which has been determined to be the most advantageous to the utility, credit shall be at the going prices for such used or scrap material as are supported by the records of the utility. The proceeds of the sale shall be credited to the cost of the project. The sale shall be conducted by the utility or at its request, by the State. In no event shall the State or the company be considered as an acceptable bidder for such material.
- d. The cost of salvage shall not exceed the value of the recovered material, which value shall be determined as provided in paragraphs 11b and c.
- e. The cost of moving recovered materials from the job site to stores or storage point nearest the job will be reimbursed, subject to the provisions of paragraph 11f.
- f. Reimbursement of removal costs, as reduced by the salvage value of materials removed, may be approved subject to the following conditions:
- (1) Where the existing facilities are being replaced by reason of the highway construction, provided:
- (a) such removal is necessary to accommodate the highway project, or
- (b) the existing facilities cannot be abandoned in place, or
- (c) where it is demonstrated that the estimated salvage value of the materials to be removed will equal, or exceed, the total cost of removal, taking into account all related charges for reconditioning, handling, and transporting the materials to be removed.
- (2) Except as otherwise provided under paragraph 4e, where the existing facilities are not being replaced by reason of the highway construction, provided:
- (a) removal is necessary to accommodate the highway project,
- (b) the State has authority to pay the removal costs,
- (c) the utility is not obligated by law, ordinance, regulation, franchise, written agreement or legal contract to remove its facilities at its own expense, and

(d) a credit is given to the project for the salvage value of the materials removed, not to exceed the cost of removal and related charges.

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- Where removal of the existing facilities is necessary by reason of the highway construction, but the materials to be removed are not suitable for reuse by the utility, or their recovery is not economical, the State shall determine, subject to concurrence by the division engineer, which is the most desirable and economical method of removal to employ, for example, by the utility or its contractor, by the highway contractor, or by a separate clearing contract let by the State.
- h. Where, pending their subsequent removal or abandonment, utility lines must be deactivated and rendered harmless as a necessary safety and protective measure to the public or highway project, for example, by capping, plugging, or otherwise altering such lines. Federal funds may participate in payments so made by the State, exclusive of removal costs, provided:
- (1) the work is necessitated by the highway project, and
- (2) the State has authority to pay such costs, and
- (3) the utility is not obligated by law, ordinance, regulation, franchise, written agreement or legal contract to do the work at its own expense, or
- (4) the work is a necessary and incidental expense to the costs of relocation and/or removal which are eligible for Federal fund participation under the provisions of paragraphs 3 and 11f of this memorandum.
- The costs of supervision, labor, and expenses incurred in the operation and maintenance of the storerooms and material yards, including storage, handling and distribution of materials and supplies, the costs of purchasing, and the costs of testing and inspection, are reimbursable. Costs determined by a rate, or other equitable method of distribution which is representative of the costs to the utility, may be reimbursed.

12. EQUIPMENT

Accumulation of Costs: Accounts for transportation and heavy equipment are used for the purpose of accumulating expense and distributing them to the accounts properly chargeable with the services. Among the items of expense clearing through these accounts are the following: depreciation; fuel and lubricants for vehicles (including sales and excise taxes thereon); freight and

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- express on fuel and repair parts, heat, light, and power for garage and garage office; insurance (including public liability and property damage incurance) on garage equipment, transportation equipment and heavy work equipment; license fees for vehicles and drivers; maintenance of transportation and garage equipment, operation of garages; and rent of garage buildings and grounds.
- b. Reimbursement of Equipment Costs: The equipment expenses may include the cost of supervision, labor, and expenses incurred in the operation and maintenance of the transportation equipment and heavy equipment of the utility, including direct taxes and depreciation.
- c. Reimbursement will be limited to charges which account for costs to the utility of expenses for equipment used (paragraphs 12a and b). Arbitrary or otherwise unsupported equipment use charges will not be reimbursed.
- (1) Small Tools: Reimbursement for the use of small tools on a project will be made on the basis of tool expenses accumulated in and distributed through the utilities clearing accounts, or other equitable and supportable allocation basis; otherwise, it will be limited to actual loss or damage during the period of use. In the latter case, the loss or damage shall be billed in detail and supported to the satisfaction of the State and division engineer.
- (2) Rental: Where the utility does not have equipment available of the kind or type required, reimbursement will be limited to the amount of rental paid to the lowest qualified bidder following on appropriate solicitation for quotations from owners of the required kind or type of equipment. Existing continuing contracts for rental of transportation and heavy equipment, which the utility determines to be of the most advantage to its operations, may be considered as complying with these requirements. In the event of an emergency, such as a breakdown of the utility equipment or where additional equipment not originally contemplated is needed and/or compliance with the foregoing requirements would seriously impair the prosecution of the utility work or highway construction, Federal finds may participate in the cost of equipment rental provided the utility can demonstrate to the satisfaction of the State and the division engineer the above circumstances existed, and the rental charges so incurred were reasonable and did not result in an expenditure in excess of that justified by the prevailing conditions.

- d. Where the relocation work is to be performed by forces of a utility through the use of its own equipment, the accounting procedures and reimbursement standards established under paragraphs 12a, b and c of this memorandum shall apply except where the accounting system of the utility does not provide for capitalization of items or equipment acquired and recovery of original cost through depreciation, and use rates cannot be readily determined from the records of the utility. Upon determination by the State and the concurrence therein of the division engineer that the utility's accounting system is inadequate in such respects, and that it is not economically feasible to develop such costs under the reimbursement standards set forth in the foregoing mentioned subsections, then eligibility for reimbursement of costs incurred will be dependent upon:
- Approval by the State and concurrence therein by the division engineer of a detailed cost estimate submitted by the utility which shall include:
- (a) description, rates, hours, compensation and number of units of equipment proposed for use on the relocation,
- (b) an adequate explanation of the basis for developing the rates which the utility proposes as compensation.
- (2) Incorporation in the State-utility agreement, or by supplemental letter agreement, of the classes and types of equipment and the proposed compensation for each
- e. The division engineer may require such verification or further justification as will provide him assurance as to the reasonableness for the compensation to the utility for the use of its equipment.

13. TRANSPORTATION OF EMPLOYEES

- a. The cost of essential transportation performed in automobiles or trucks owned by the utility shall be considered to have been reimbursed in the payment of the operating costs of the conveyance equipment or of the rates representative of the equipment operating expenses as provided herein under "Equipment."
- b. Reimbursement for the required use of automobiles which are privately owned by employees of the utility will be limited to the established rates at which the utility reimburses its employees for use in connection with its own construction and maintenance projects and operations.
- c. Reimbursement may be made for the cost of required commercial transportation by employees of the atility.

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14. UTILITY BILLS

- a. Periodic progress billings of incurred costs may be made by a utility, if acceptable to the State, and reimbursement may be approved for claims of this type received from a State.
- b. One final and complete billing of all costs incurred shall be made by the utility at the earliest practicable date after completion of the work. The statement of final billing will follow as closely as possible the order of the items in the estimate portion of the agreement between the State and the utility. Except where the estimate and final billing are made pursuant to the requirements of paragraph 7h(2) (a), the statement of final billing shall be itemized to show the totals for labor, overhead construction costs, travel expense, transportation, equipment, material and supplies, handling costs, and other services. In any case, the billing shall be shown in such a manner as will permit comparison with the approved plans and estimates. Materials are to be itemized, where they represent major components or cost in the relocation, following the pattern set out in the approved estimate as closely as is possible. It is desirable that salvage credits from recovered and replaced permanent and recovered temporary materials be reported in the bill in relative position with the charge for the replacement or the original charge for temporary use. The final billing shall show:
- (1) the description and site of the project;
- (2) the Federal-aid project number:
- (3) the dates on which the Stateutility agreement was executed and the first work was performed or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred;
- (4) the date on which the last work was performed or the last item of billed expense was incurred; and
- (5) the location where the records and accounts billed can be audited.
- The utility shall make adequate reference in the billing to its records, accounts and other relevant documents.
- All records and accounts are subject to audit by representatives of the State and Federal Government. During the progress of construction and for a period not less than three years from the date final payment has

been received by the utility company, the records and the accounts pertaining to the construction of the project, and accounting therefor, will be available for inspection by the representatives of the State and Federal Government.

e. Reimbursement for a final utility billing shall not be approved until and unless the State furnishes evidence that it has paid the utility from its own funds, or funds of a political subdivision, pursuant to State law and subject to paragraphs 3c and 7d of this memorandum and, except for lump sums, following an audit of the costs included in the final billing.

15. ACCOMMODATION AND INSTALLATION

- Utility facilities which are retained, installed, adjusted or relocated within the right-of-way of a Federal-aid project are to be accommodated in accordance with the provisions of PPM 30-4.1.
- b. In instances where utility facilities are to use and occupy the right-of-way of a proposed Federal-aid project, on or before the State is authorized to proceed with the physical construction of the highway project, the State is to demonstrate to the satisfaction of the division engineer that:
- A satisfactory agreement has been reached between the State and all utility owners or the owners of private lines involved, in accordance with PPM 30-4.1, or arrangements therefor are underway leading to such agreement prior to the final acceptance of the highway construction project by FHWA
- (2) the interest acquired by, or vested with, the State in that portion of the highway right-of-way to be vacated, used, or occupied by the utility facilities or private lines is of a nature and extent adequate for the construction, operation and maintenance of the highway project, and
- suitable arrangements have been made between such owners and State for accomplishing, scheduling and completing the relocation or adjustment work, for the disposition of facilities to be removed from or abandoned within the highway right-of-way, and for the proper coordination of such activities with the planned highway construction. Such arrangement should be made at the earliest feasible date in advance of the planned highway construction, and
- the hid proposals for the highway contract include appropriate notification identifying the utility work which is to be

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undertaken concurrently with the highway construction, in accordance with paragraph 5b of PPM 21-12, and

(5) the plans for the highway project have been prepared in accordance with the provisions of paragraph 4i of PFM 40-3.1.

16. ALTERNATE PROCEDURE

- a. At the election of the State, an alternate procedure may be approved for simplifying the processing of utility relocations or adjustments under the provisions of this memorandum. Except as otherwise provided by paragraph 16b, the State will act in the relative position of the division engineer for reviewing and approving the arrangements, fees, estimates, plans, agreements, and other related matters required by this memorandum as prerequisities for authorizing the utility to proceed with and complete the work.
- b. The scope of the State's approval authority under the alternate procedure includes all actions necessary to advance and complete all types of utility work under the provisions of this memorandum except in the following instances which are to be reviewed and approved in the normal manner on a case by case basis by the division engineer, as prescribed elsewhere in this memorandum:
- (1) Utility relocations and adjustments involving major transfer, production, and storage facilities such as generating plants, power feed stations, pumping stations, reservoirs and the like.
- (2) Utility relocations and adjustments falling within the scope of paragraphs 7m, 7n, or 7r.
- c. Any State wishing to adopt the alternate procedure may file a formal application for approval by FHWA. The application must include the following:
- (1) The State's written policies and procedures for administering and processing Federal-aid utility adjustments, which must make adequate provisions with respect to the following:
- (a) Compliance with the require ments of this memorandum and the provisions of FPM 30-4.1 and PPM 30-11.
- (b) Advance utility linison, planning and coordination measures for providing adequate lead time and early atility relocation to minimize interference with the planned highway construction.

- (c) Appropriate administrative, legal and engineering reviews and coordination procedures as necessary to determine the legal basis of the State's payment; the extent of eligibility of the work under State and Federal laws and regulations; the more restrictive payment standards under paragraph le; the necessity of the proposed utility work and its compatibility with proposed nighway improvements; and provide for uniform treatment of the various utility matters and actions, consistent with sound management practices.
- (d) Documentation in the State files of actions taken in compliance with State policies and the provisions of this memorandum.
- (2) A statement signed by the chief administrative officer of the State highway department certifying that:
- (a) Federal-aid utility relocations will be processed in accordance with the applicable provisions of PPM 30-4 and the State's utility policies and procedures submitted under paragraph 16c(1),
- (b) reimbursement will be requested in only those costs properly attributable to the proposed highway construction and eligible for participation under the provisions of this memorandum, as determined after appropriate audit by or for the State.
- d. Upon receipt of the formal application by the State for approval of the alternate procedure, the division engineer will review the State's submission, utility organization and staffing and evaluate the State's practices and procedures thereunder. Where available, he may use his current evaluation of the State's utility practices and procedures for this purpose. A report of the division engineer's findings and recommendations on the adequacy of the State's policies, procedures, practices, and organization is to be submitted to the Regional Administrator along with the State's formal application.
- e. When the Regional Administrator is satisfied that the State's alternate procedure and policies and practices thereunder form a suitable basis for approving reimbursement with Federal-aid highway funds, he will approve the alternate procedure and authorize the division engineer to process Federal-aid State-utility relocation agreements and related matters under the alternate procedure.
- f. When the alternate procedure has been approved for use in a State, the division engineer may authorize the State to proceed with utility relocations on a project in

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accordance with the certification previously furnished under paragraph 16c(2), subject to the following conditions:

(1) The utility work has been included in an approved program, as prescribed under paragraph 71(1) of this memorandum.

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- (2) The State submits in writing a request for such authorization which shall include a list of the utility relocations on the project which are to be processed under the alternate procedure, along with the best available estimate of the total costs involved.
- g. The requests and authorization prescribed under paragraph 16f should be made at the earliest feasible date in advance of the planned highway construction. Authorization by the division engineer for the work described under paragraph 16b(1) and (2) may be combined with the authorizations issued pursuant to paragraph 16f with the understanding that later referral of the State-utility agreements, supporting plans and cost estimates to the division engineer for review and approval will be required pursuant to paragraph 70.
- h. If, due to unforeseen circumstances, the State later finds that additional utilities must be relocated on a project, they shall so inform the division engineer of the additional work to be processed under the alternate procedure and request separate authorization thereof in accordance with the manner prescribed in paragraph 16f. Emergency situations may be handled by advance oral arrangement and later confirmed in writing to the State by the division engineer.
- i. At least once every three years the division engineer shall make a comprehensive review and evaluation of all phases of the State's procedures and practices for relocating, adjusting, and accommodating utilities under the approved alternate procedure. Such review and evaluation may be made as a single effort during a one year period or conducted in phases over a three year period. A written report on the review and evaluation, including appropriate recommendations, discussions with the State, and any subsequent actions taken shall be submitted to the Regional Administrator.
- j. Any changes, additions or deletions the State proposes to the alternate procedure approved by the Regional Administrator pursuant to this paragraph are to be submitted by the State to the division engineer for his review, recommendations and referral to the Regional Administrator for approval prior to implementing the proposed modifications. Such requests by the State, must be accompanied by a statement signed by the chief

administrative officer of the State highway department, verifying the certification made under paragraph 16c(2) and its application to the proposed modifications. The division engineer may continue to approve utility work under the previously approved alternate procedure, pending approval of the proposed modifications.

- k. The Regional Administrator may suspend approval of the certified procedure and direct the division engineer to resume approval of all utility relocations, where FHWA utility reviews disclose instances of noncompliance with the terms of the State's certification. Federal-aid funds will not be eligible to participate in utility relocation costs incurred by the State that do not qualify under the terms of the certification made pursuant to paragraphs 16c(2) and j.
- 1. The provisions of paragraph 16 do not alter the FHWA approval actions required by paragraphs 3a(2), 3a(3), 14e.and 15b of this memorandum and paragraph 7f of PPM 30-4.1.
- m. A copy of the reports, approved alternate procedures and related actions taken pursuant to paragraphs 16c, d, i, j, and k shall be furnished to the Office of Engineering.

Jacket / Junionio

Norbert T. Tiemann Federal Highway Administrator

Attachment

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PPM 30-4 Attachment 1

CERTIFICATION OF CONSULTANT

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| I hereby certify that I am the | (title) | and duly |
|---|---------------------------|---|
| authorized representative of the firm of whose address is | | , and |
| That, except as expressly stated and d | | er I nor the firm of has, in connection |
| with its contract with (name of utili | | , entered |
| into pursuant to provisions of an agreement | t between the aforement | tioned utility |
| and the State of | _, as a part of Federal | -aid project, |
| (a) employed or retained for a commi- fee, or other consideration, any firm, com- working solely for me or the aforementione | npany, or person, other | than a bona fide employe |
| (b) agreed, as an express or implied to employ or retain the services of any firr carrying out of the contract, or | | |
| (c) paid, or agreed to pay, to any firm than a bona fide employee working solely for contribution, donation, or consideration of or carrying out the contract. | or me or the aforement | ioned firm, any fee, |
| (Statement and e | explanation of exceptions | s, if any): |
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| | | |
| I acknowledge that this certificate is t nd the Federal Highway Administration, U. ith the aforementioned project involving pa | .S. Department of Tran | sportation, in connection |
| abject to applicable State and Federal laws | , both criminal and civ | il. |
| | | |
| | | |
| (Date) | (Signat | ure) |

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U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

POLICY AND PROCEDURE MEMORANDUM

Transmittal 268

30-4.1

November 29, 1972

ACCOMMODATION OF UTILITIES

- Par. 1. Purpose
 - Policy
 - Application
 - Definitions
 - General Provisions
 - Requirements

 - Reviews and Approvals
 State Accommodation Policies and Procedures
 - Use and Occupancy Agreements

1. PURPOSE

To prescribe policies and procedures . for accommodating utility facilities on the rights-of-way of Federal and Federalaid highway projects. It implements the applicable provisions of 23 CFR 1, 23 and 1, 27 and 23 U.S.C. 116, with respect to the maintenance obligations of the State thereunder as affected by the use of the rights-of-way of Federal-aid highway projects for accommodating utility facilities.

- a. It is in the public interest for utility facilities to be accommodated on the rights-ofway of a Federal or Federal-aid highway project when such use and occupancy of the highway rights-of-way does not interfere with the free and safe flow of traffic or otherwise impair the highway or its visual quality and does not conflict with the provisions of Federal, State or local laws or regulations or the provisions of this memorandum.
- b. These provisions concern the location and manner in which utility installations are to be made within the rights-of-way of Federal and Federal-aid highway projects and the measures, reflecting sound engineering principles and economic factors, to be taken by highway authorities to preserve and protect the integrity and visual qualities of the highway and the safety of highway traffic. This memorandum shall not be construed to alter the authority of utilities to install their facilities on public highways pursuant to law or franchise and reasonable regulation by highway authorities with respect to location and manner of installation.

3. APPLICATION

- a. Effective on date of issuance,
- b. It applies to new utility installations within the rights-of-way of active and completed Federal and Federal-aid highway projects, except Secondary Road Plan Projects. Application to the projects described under paragraphs 6a and d will be limited to projects that are authorized after October 1, 1969.
- c. It also applies to existing utility installations which are to be retained, relocated, or adjusted within the rights-of-way of active highway projects, as described in paragraph 3b, and to existing lines which are to be adjusted or relocated under paragraph 6c. It shall not be applied to a minor segment of an existing utility installation in such a manner as to result in misalinement of the installation or adjustment of the entire installation except in those cases where a hazardous condition exists as defined in paragraph 6c. Where existing installations are to remain in place within the rights-of-way without adjustment, the State and utility are to enter into an agreement under paragraphs 6h or 9, as may govern, or existing agreements in effect at the time of the highway construction may be accepted, or amended, as may be appropriate.
- d. Until approval is given to the utility accommodation policies and procedures of the State or its political subdivision by the Regional Administrator under paragraph 7c of this memorandum, utility installations within the rights-of-way of Federal and Federal-aid highway projects shall be in accordance with the provisions of paragraph 15 of PPM 30-4 dated October 15, 1966, and paragraph 6 of this memorandum.
- e. The provisions of paragraph 6g of this memorandum apply only to the lands described therein which are acquired or improved with Federal highway or Federal-aid highway funds.

DEFINITIONS

For the purpose of this memorandum, the following definitions shall apply:

"Utility facilities and/or utilities" means and includes all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power,

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electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including fire and police signal systems and street lighting systems, which directly or indirectly serve the public or any part thereof. The term 'utility" means the utility company, i.e. any person or private or public entity owning and/or operating utility facilities as defined in this paragraph, including any wholly owned or controlled subsidiary.

- "Private lines" means privately owned facilities which convey or transmit the commodities outlined in paragraph 4a, but are devoted exclusively to private use.
- c. "Federal highway projects" are those projects involving the use of funds administered by the Federal Highway Administration (FHWA) where the location, design or construction of the project is under the direct supervision of the FHWA.
- d. "Federal-aid highway projects" are those projects administered by a State which involve the use of Federal-aid highway funds for the construction or improvement of a Federal-aid highway or related highway facilities or for the acquisition of rights-ofway for such projects, including highway beautification projects under Section 319, Title 23, United States Code.
- e. "Active Federal or Federal-aid highway projects" are those projects for which any phase of development has been programed for Federal or Federal-aid highway funds and the State or other highway authority has control of the highway rights-of-way. A project will be considered active until the date of its final acceptance by the FHWA and thereafter will be considered completed.
- "Rights-of-way" means real property or interests therein, acquired, dedicated or reserved for the construction, operation and maintenance of a highway in which Federal-aid or Federal highway funds are or may be involved in any stage of development. Lands acquired under 23 U.S.C. 319(b) (scenic strips - 1965 Highway Beautification Act) shall be considered to be highway rightsof-way.
- ."Highway" means any public way for vehicular travel, including the entire area within the rights-of-way and related facilities, constructed or improved in whole or in part with Federal-aid or Federal highway funds.
- h. "Freeway" means a divided arterial highway with full control of access.

- "Administrator" means the Administrator of the FHWA.
- "Regional Administrator" means the Regional Administrator of the FHWA.
- k. "Division Engineer" means the division engineer of the FHWA.
- "State" means that department, commission, board, or official of any State charged by its laws with the responsibility for highway administration.
- m. "Use and Occupancy Agreement" means the document by which the State, or other highway authority, approves the use and occupancy of highway rights-of-way by utility facilities or private lines.
- "Utility Service Connection" means a service connection from a utilities distribution or feeder line or main to the premises served.
- "Secondary Road Plan" -- is a statement, prepared by a State highway department and approved by the Director, in which the State outlines the standards and procedures it will use to plan, design and construct projects on the Federal-aid Secondary Highway System which are to be financed in part with Federal-aid Secondary Highway Funds in accordance with 23 U.S.C. 117 and PPM 20-5.
- p. "Clear Roadside Policy" means that policy employed by a highway authority to increase safety, improve traffic operations, and enhance the visual quality of highways by designing, constructing and maintaining highway roadsides as wide, flat and rounded as practical and as free as practical from physical obstructions above the ground such as trees, drainage structures, massive sign supports, highway lighting standards, utility poles and other ground-mounted obstructions. The policy is also directed at the removal of roadside obstacles which are likely to be associated with accident or injury to the highway user.
 Where such obstacles are essential, they must
 be constructed to yield under specified levels of impact or placed at a location which affords adequate protection to an out-of-control vehicle. In all cases full consideration shall be given to sound engineering principles and economic factors.
- q. "Visual quality" means those desirable characteristics of the appearance of the highway and its environment, such as harmony between or blending of natural and man-made objects in the environment, continuity of visual form without distracting interruptions, and

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simplicity of designs which are desirably functional in shape but without clutter,

r. "New utility installations" means initial installations on the highway rights-of-way and the replacement of existing facilities with those of a dillerent type, capacity, or design or replacement at a new location on the rights-of-way. Any replacement of an existing facility or portion thereof with another of the same type, capacity, and design at the same location is considered to be maintenance.

5. GENERAL PROVISIONS

- a. It is the responsibility of each State to maintain, or cause to be maintained, Federal-aid highway projects as necessary to preserve the integrity, visual quality, operational safety, and function of the highway factity.
- b. Since the manner in which utilities cross or otherwise occupy the rights-of-way of a Federal or Federal-aid highway project can materially affect the highway, its visual quality, safe operation, and maintenance, it is necessary that such use and occupancy, where authorized, be regulated by highway authorities. In order for a State to fulfill its responsibilities in this area, it must exercise, or cause to be exercised, reasonable regulation over such use and occupancy through the establishment and enforcement of utility accommodation policies and procedures.
- c. Due to the increasing competition between public transportation and other service facilities for available space, such as for nigmway, rapid transit, ratiroad and utility purposes, it is important that rights-of-way be used in the most efficient manner consistent with the overall public interest.

6. REQUIREMENTS

- a. On Federal highway projects authorized after October 1, 1869, the Regional Administrator will apply, or cause to be applied, utility accommodation policies similar to those required on Federal-aid highway projects, as appropriate and necessary to accomplish the objectives of this memorandum. Where appropriate, agreements should be entered into between the Regional Administrator and the State or local highway authorities or other government agencies, or existing agreements should be amended, as may be necessary for the Regional Administrator to establish, or cause to be established, adequate control and regulation of use by utilities and private lines of the rights-of-way of Federal highway projects.
- b. Utility accommodation policies and procedures for Federal-aid secondary highway

projects will be in accordance with a State's approved Secondary Road Plan under PPM 20-5.

- c. Where the State, or other highway authority, determines that existing utility facilities are likely to be associated with injury or accident to the highway user, as indicated by accident history or safety studies, the responsible highway authority is to intitate appropriate corrective measures to provide a safe traffic environment. Any requests received from the State involving Federal fund participation in the cost of adjusting or relocating utility facilities pursuant to this paragraph shall be subject to the provisions of PPM 30-4.
- d. The following procedures apply where the State is without legal authority to regulate the use by utilities or private lines of the rights-of-way of Federal-aid highway projects. Common examples are Federal-aid highway projects on a State highway system in cities.
- (i) All such projects authorized after October 1, 1969, shall include a special provision in the project agreement for regulating such use of the highway rights-of-way. The provision shall require that the State will, by formal agreement with appropriate officials of a county or municipal government, regulate, or cause to be regulated, such use by highway authorities on a continuing basis and in accordance with a satisfactory utility accommodation policy for the type of highway involved.
- (2) For the purpose of this paragraph, a satisfactory utility accommodation policy is one that prescribes a degree of protection to the highway at least equal to the protection provided by the State's utility accommodation policy approved under paragraphs 7c and d.
- (3) Such projects may be conditionally authorized in accordance with the provisions of paragraph 3d, pending approval of a satisfactory utility accommodation policy by the Regional Administrator under paragraph 7c.
- e. Utilities that are to cross or otherwise occupy the rights-of-way of Federal-aid freeways, including Interstate highways, shall meet the requirements of the AASHO "Policy on the Accommodation of Utilities on Freeway Rights-of-Way" adopted February 15, 1969, and accepted under PPM 40-2. Application of joint development and multiple use concepts dictates that maximum use of the highway be made for other purposes where such use does not adversely affect the design, construction, integrity, and operational characteristics of the freeway. In the advancement of these

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concepts and when the State has legal authority to do so and so requests, approval may be given for installing trunkline or transmission type utility facilities within a utility strip on and along the outer border of existing freeway rights-of-way. (See Appendix A)

- f. In expanding areas along Federal-aid freeways it is expected that utilities will normally install distribution or feeder line crossings of freeways, spaced as needed to serve consumers in a general area along either or both sides of a freeway, so as to minimize the need for crossings of a freeway by utility service connections. In areas where utility services are not available within reasonable distance along the side of the freeway where the utility service is needed, crossings of Federal-aid freeways by utility service connections may be permitted.
- g. The type and size of utility facilities and the manner and extent to which they are permitted within areas of scenic enhancement and natural beauty can materially alter the visual quality and view of highway roadsides and adjacent areas. Such areas include scenic strips, overlooks, rest areas, recreation areas, the rights-of-way of highways adjacent thereto, and the rights-of-way of highways which pass through public parks and historic sites, as described under Section 138, Title 23, United States Code.
- (1) New utility installations are not to be permitted within the foregoing described lands, when acquired or improved with Federal highway or Federal-aid highway funds, except as follows:
- (a) New underground installations may be permitted where they do not require extensive removal or alteration of trees visible to the highway user or impair the visual quality of the lands being traversed.
- (b) New aerial installations are to be avoided at such locations unless there is no feasible and prudent alternative to the use of such lands by the aerial facility and it is demonstrated to the satisfaction of the division engineer that:

1 Other locations:

a Are not available or are unusually difficult and unreasonably costly.

b Are less desirable from the standpoint of visual quality.

2 Undergrounding is not technically feasible or is unreasonably costly.

 $\frac{3}{2}$ The proposed installation will be made at a location and will employ

suitable designs and materials which give the greatest weight to the visual qualities of the area being traversed. Suitable designs will include, but are not limited to, self-supporting, armless, single-pole construction with vertical configuration of conductors and cable.

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- (2) The provisions of this paragraph also apply to utility installations that are needed for a highway purpose, such as for highway lighting, or to serve a weigh station, rest or recreational area.
- (3) There may be cases of unusual hardship or other extentating circumstances encountered involving some degree of variance with the provisions of this paragraph. Such cases shall be subject to prior review and concurrence by the Administrator. Where the State proposes to approve a request from a utility involving a hardship case, the State shall submit its proposal and a full report of the circumstances to the division engineer. Where a hardship case involves a proposed installation within the rights-of-way of a highway passing through a public park, area, or site, as described under 23 U.S. C. 138, the State's report shall include the views of appropriate planning or resource authorities having jurisdiction over the land through which the highway passes. The division engineer shall review and submit the State's proposal along with his report and recommendations through the Regional Administrator to the Administrator.
- h. Where the utility has a compensable interest in the land occupied by its facilities and such land is to be jointly owned and used for highway and utility purposes, the responsible highway authority and utility shall agree in writing as to the obiligations and responsibilities of each party. Such agreements shall incorporate the conditions of occupancy for each party, including the rights vested in the highway authority and the rights and privileges retained by the utility. In any event, the interest to be acquired by or vested in the highway authority in any portion of the rights-of-way of a Federal or Federal-aid highway project to be vacated, used or occupied by utilities or private lines shall be of a nature and extent adequate for the construction, safe operation and maintenance of the highway project.

7. REVIEWS AND APPROVALS

a. Each State shall submit a report to the division engineer on the authority of utilities to use and occupy the rights-of-way of State highways, the State's authority to regulate such use and the policies and procedures the State employs or proposes to employ for accommodating utilities within the rights-of-way

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of Federal-aid highways under its jurisdiction. Where applicable, the State shall include similar information on the use and occupancy of such highways by private lines where permitted under State law. The State shall identify those sections, if any, of the Federalaid highway systems within its borders where the State is without legal authority to regulate use by utilities.

- The division engineer shall review the information presented to him by the State under paragraph 7a and prepare a report outlining his recommendations to the Regional Administrator. Similar reports shall be prepared and referred to the Regional Administrator as the policies to be employed pursuant to paragraph 6d are received from the State.
- Upon determination by the Regional Administrator that a State's policies and procedures under paragraph 7a and the policies to be employed pursuant to paragraph 6d meet the requirements of this memorandum, he shall approve their use on Federal-aid highway projects in that State or political subdivision.
- d. Any changes, additions or deletions the State or political subdivision proposes to the policies and procedures approved by the Regional Administrator pursuant to this memorandum shall be subject to the provisions of paragraphs 7a, b and c.
- The State's practices under the policies and procedures or agreements approved under paragraph 7c shall be periodically reviewed by the division engineer and reported to the Regional Administrator.
- When a utility files a notice or makes an individual application or request to a State to use or occupy the rights-of-way of a Federal-aid highway project, the State is not required to submit the matter to the Federal Highway Administration for prior concurrence, except under the following circumstances:
- (1) Installations on Federal-aid highways where the State proposes to permit the use and occupancy by utilities not in accordance with the policies and procedures approved by the Regional Administrator under paragraph 7c.
- (2) Installations involving unusual hardship cases pursuant to paragraph 6g.
- (3) Installations on Federal-aid freeways involving extreme case exceptions, as described in the AASHO "Policy on the Accommodation of Utilities on Freeway Rightsof-Way," adopted February 15, 1969, and accepted under PPM 40-2. (Includes cases

involving the application of multiple use and joint development concepts to freeways and utilities, Appendix A.)

- (4) Installations on or across Interstate highways where approval has not been given to the utility accommodation policies and procedures under paragraph 7c.
- g. A copy of the reports, approved policies and procedures and related actions taken pursuant to paragraphs 6c, 7b, 7c, 7d, 7e, and 7f(1), (2), and (3) shall be furnished to the Office of Engineering.

STATE ACCOMMODATION POLICIES AND PROCEDURES

- This paragraph outlines provisions considered necessary to establish policies and procedures for accommodating utility facilities on the rights-of-way of Federal-aid highway projects. These policies and procedures shall meet the requirements of paragraph 6e through 6h and shall include adequate provision with respect to the following:
- (1) Utilities must be accommodated and maintained in a manner which will not impair the highway or interfere with the safe and free flow of traffic.
- (2) Consideration shall be given to the effect of utility installations in regard to safety, visual quality, and the cost or diffi-culty of highway and utility construction and maintenance.
- (3) The use and occupancy of highway rights-of-way by utilities must comply with the State's standards regulating such These standards must include but are not limited to the following:
- (a) The horizontal and vertical location requirements and clearances for the various types of utilities must be clearly stated. These must be adequate to insure compliance with clear roadside policies for the particular highway involved. The roadside clearances for above ground utility facilities shall be consistent with those clearances applicable to other roadside obstacles on the type of highway involved, reflecting good engineering and economic considerations.
- (b) The applicable provisions of government or industry codes required by law or regulation must be set forth or appropriately referenced. including highway design standards or other measures which the State deems necessary to provide adequate protection to the highway, its safe operation, visual quality and maintenance.

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- (c) Specifications for and methods of installation; requirements for preservation and restoration of highway facilities, appurenances, and natural features on the rights-of-way; and limitations on the utility's activities within the rights-of-way should be prescribed as necessary to protect highway interests.
- (d) Measures necessary for protection of traffic and its safe operation during and after installation of facilities, including control-of-access restrictions, provisions for rerouting or detouring of traffic, traffic control measures to be employed, limitations on vehicle parking and materials storage, protection of open excavations and the like must be provided.
- (4) Compliance with applicable State laws and approved State accommodation policies must be assured. The responsible highway authority's file must contain evidence in writing as to the terms under which utility facilities are to cross or otherwise occupy highway rights-of-way in accordance with paragraph 9. All utility installations made on highway rights-of-way shall be subject to approval by the State or by other highway authorities under paragraph 6d, as is required by State law and applicable regulations. However, such approval will not be required where so provided in the use and occupancy agreement for such matters as facility maintenance, instellation of service connections on highways other than freeways or emergency operations.
- (5) Every effort should be made to avoid conflict between utility installations and existing or planned uses of highway rights-of-way for highway purposes. Proposed utility installation, and future highway projects shall be coordinated to avoid, to the fullest extent possible, any conflict in location, construction, or method of installation.

9. USE AND OCCUPANCY AGREEMENTS

- a. The use and occupancy agreements setting forth the terms under which the utility is to cross or otherwise occupy the highway rights-of-way must include or by reference incorporate:
- (1) The State standards for accommodating utilities. Since all of the standards will not be applicable to an individual utility installation, the use and occupancy agreement must, as a minimum, describe the requirements for location, construction, protection of traffic, maintenance, access restrictions and any special conditions applicable to each installation.

- (2) A general description of the size, type, nature and extent of the utility facilities being located within the highway rights-of-way.
- (3) Adequate drawings or sketches showing the existing and/or proposed location of the utility facilities within the highway rights-of-way with respect to the existing and/or planned highway improvement, the traveled way, the rights-of-way lines and, where applicable, the control of access lines and approved access points.
- (4) The extent of liability and responsibilities associated with future adjustment of the utilities to accommodate highway improvements.
- (5) The action to be taken in case of noncompliance with the State's requirements.
- (6) Other provisions as deemed neccessary to comply with laws and regulations.
- b. The form of the use and occupancy agreement is not prescribed. At the State's option, the use and occupancy provisions may be incorporated as a part of the reimbursement agreement required by paragraph 7 of PPM 30-4.
- c. Area or Statewide master agreements covering the general terms of a utility's use and occupancy of the highway rights-of-way may be used provided individual requests for such use and occupancy are processed in accordance with paragraph 8a(4).

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R. R. Bartelsmeyer Acting Federal Highway Administrator

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Application of Joint Development and Multiple Use Concepts to Freeways and Utilities

The third paragraph of Item 2 of the AASHO "Policy on the Accommodation of Utilities on Freeway Rights-of-Way," dated February 15, 1969, provides that a utility may be permitted along a freeway on new location under certain stated conditions.

These provisions for extreme case exceptions to the AASHO policy have served well to preserve and protect the access control feature of Interstate highways. Experience has demonstrated the need and merit for continuing this protection on all freeways. This Appendix outlines additional FHWA views on these matters. It provides a practical method for applying both the AASHO policy and joint development and multiple use concepts to freeways and utilities, especially at locations within and approaching metropolitan areas where land is scarce and right-of-way is expensive. It preserves the access control feature of these important highways but recognizes the merit and need for accommodating trunkline and transmission type utility facilities under strictly controlled conditions. Finally, it establishes a basis for accommodating the highest type of utility facilities along and within the rights-of-way of the highest type of highway facilities under conditions where the construction, maintenance, and operations of one do not adversely affect those of the other.

The provisions of this Appendix are for application to Interstate highways and other Federal-aid freeways that are open to traffic or under construction. They do not apply to installations on freeway bridge structures or within freeway tunnels and do not alter the provisions for these matters under Items 4 and 6 of the AASHO policy. They may be applied to planned freeway projects as necessary to accommodate the longitudinal relocation of existing trunkline or transmission type facilities which fall in the path of the planned highway construction. However, establishing a utility strip shall not be the basis for expanding Federal-aid highway funds for acquiring rights-of-way widths in excess of that needed for the construction, operation, and maintenance of the freeway.

Where a utility files notice or makes application to a State to use or occupy freeway rights-of-way along routes of one of the Federal-aid highway systems under the foregoing conditions, the matter is to be referred by the State to FHWA for prior concurrence under the well-established procedures for processing cases under the AASHO policy. In each instance there is to be a showing that the provisions of the AASHO policy have been met and the following conditions have been satisfied:

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- (1) A utility strip will be established by an inward relocation of the access control line to the extent necessary to permit installation of the utility facility outside the access control limits.
- (2) The utility strip may be established only where the freeway rights-of-way are of ample width to accommodate utility facilities without adverse effect to the design, construction, integrity, and operational characteristics of the freeway, only where such rights-of-way will not be needed for the foreseeable expansion of the freeway, and only where there can be satisfactory provision for any needed highway and/or utility maintenance within the utility strip.
- (3) Normally, a utility strip is not to be established at locations where it is feasible to accommodate utilities on frontage roads or adjacent public roads or streets.
- (4) The State or its political subdivision is to retain ownership of the freeway rights-of-way so utilized, including control and regulation of the use and occupancy of the rights-of-way by utilities.
- (5) Existing fences should be retained and, except along sections of freeways having frontage roads, planned fences should be located at the freeway right-of-way line.
- (6) In each case, there must be a showing that installation on the freeway rights-of-way is the most feasible and prudent location available from the standpoint of the highway user and utility consumer.
- (7) The lateral location of underground installations shall be suitably offset from the slope, ditch, and/or curb line. For poles or other ground-mounted utility facilities, the lateral location shall comply with the clearances set forth in Item 5B of the AASHO policy.
- (8) Aerial installations are to be limited to self-supporting single pole construction, preferably with vertical configuration of conductors and cables. Not more than one line of support poles for aerial facilities will be permitted within a utility strip. Joint-use facilities will be allowed.
- (9) Service connections from the trunkline or transmission type facilities to utility consumers will not be permitted from the utility strip.
- (10) Suitable advance arrangements are to be made for servicing the utility facilities without access from through-traffic roadways or ramps, in accordance with Item 7 of the AASHO policy. At interchanges, access

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to utility supports, manholes, or other appurtenances may be permitted from the through-traffic roadways or ramps in accordance with Item 7 of the AASHO policy, but only by permits issued by the highway agency to the utility owner setting forth the conditions for policing and other controls to protect highway users.

- (11) Where the freeway passes through or along areas of scenic enhancement and natural beauty, as described in paragraph 6g of PPM 30-4.1, utility installations shall be made as provided therein.
- (12) The facilities installed within a utility strip shall be of durable materials designed for long service life expectancy and relatively free from routine servicing and maintenance.

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U. S. DEPARTMENT OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

FEDERAL-AID HIGHWAY PROGRAM MANUAL

| VOLUME 6 | ENGINEERING AND TRAFFIC OPERATIONS |
|-----------|------------------------------------|
| CHAPTER 1 | ENGINEERING |
| SECTION 2 | PROGRAM AND PROJECT PROCEDURES |

SUBSECTION

ENGAGEMENT OF CONSULTANTS FOR ENGINEERING SERVICES

Transmittal 92 October 30, 1974 HNG-11

Par.

- 1. Purpose and Applicability
- 2. Authority

2

- 3. Definitions
- 4. Engagement of Consultants
- 5. Qualification and Selection
- 6. Compensation
- 7. Construction Engineering Services
- 8. Content and Approval Agreements
- 9. Alternative Procedure
- 10. Changes and Extra Work

1. PURPOSE AND APPLICABILITY

- a. The purpose of this directive is to prescribe policies and procedures regarding the engagement of consultants to perform engineering services under agreements with State highway departments (State), or with cities or counties, under agreement with the State, when Federalaid funds are furnished for participation in the cost of the engineering services.
 - b. The procedures prescribed herein do not apply to projects or, unless otherwise provided, to those parts of projects financed with Federal-aid highway planning and research funds. Procedures for use of consultants on such projects are prescribed in the Federal-Aid Highway Program Manual, Volume 4, Chapter 1 Section 2, Subsection 1, Programing of Funds.

^{*}Regulatory material is italicized

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2. AUTHORITY

a. Section 114(a), Title 23, U.S.C., provides in part that construction is to be performed under the direct supervision of the State highway department.

b. Section 302(a), Title 23, U.S.C., provides in part that in discharging its responsibilities a State highway department, "... may engage, to the extent necessary or desirable, the services of private engineering firms."

3. DEFINITIONS

- a. Consultant. The individual or firm providing professional services as a party to the agreement. The firm may be a proprietorship, partnership, corporation, conventure, or joint venture. The term "consultant" includes not only individual engineers and engineering firms, but also professionals in other disciplines.
- b. Preliminary Engineering. The work necessary to produce construction plans, specifications, and estimates to the degree of completeness required for undertaking construction thereunder, including locating, surveying, designing, and related work.
- c. Construction Engineering. Engineering services related to construction activities including surveys, stakeouts, inspection, and reporting of construction operations for compliance with plans and specifications; checking shop drawings, testing materials to be incorporated into the construction, revisions of plans when found by the State and Federal Highway Administration (FHWA) to be appropriate, and the preparation of progress estimates and final estimates.
- d. Net Fee. A dollar amount established by negotiation to cover the consultant's profit, miscellaneous expenses, and other factors that may be considered under the applicable regulations and that are not paid for otherwise.
- e. Additional Work. Identifiable but indeterminate work elements set forth in the agreement, which are separate and distinct from those covered by the prime compensation and which the State has the option to authorize.

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- f. Agreement. The legal instrument, such as negotiated contract, defining the obligations and considerations of the signatory parties.
- g. Change. An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the work covered by the prime compensation in the agreement.
- h. Extra Work. Any services or actions required of the consultant above and beyond the obligations of the basic agreement.
- i. Prime Compensation. The dollar amount paid by the State to the consultant for the identifiable, determinate services set forth in the agreement. Prime compensation does not include payment for any additional work.
- j. Scope of Work. All services and actions required of the consultant by the obligations of the agreement.
- k. Supplemental Agreement. An agreement modifying the existing agreement, such as an agreement to provide for extra work.
- 1. Work. All engineering services and actions required of the consultant to achieve the purposes and objectives defined in the agreement. Such services are to include the furnishing of all required equipment, supplies, and materials.

4. ENGAGEMENT OF CONSULTANTS

a. Consultants may be engaged by a State, or by a county or a city under an agreement with the State, to perform preliminary engineering or construction engineering services for Federal-aid highway projects. Requests for Federal-aid participation in the costs of such services shall include a definite proposal by the consultant, accompanied by a statement by a State highway department, county, or city, showing the adequacy of the consultant's qualifications for the specific services to be performed, the appropriateness of the methods of payment, and the reasonableness of the amount of compensation proposed.

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- b. When a county or city proposes to engage the services of a consultant, any agreement entered into for such services shall be subject to the prior approval of the State highway department and the FHWA and all provisions in this directive concerning engagement of consultants by State highway departments shall apply. Nothing horoin shall be taken as relieving the State of its responsibility under the Federal-aid laws and regulations for the work to be performed under any agreements entered into by a county or city.
- c. Audit requirements for administering consultant agreements are set forth in Volume 1, Chapter 7, Section 2, of the Federal-Aid Highway Program Manual.

5. QUALIFICATION AND SELECTION

- a. The selection of a consultant shall be based on comparative evaluation of the professional qualifications necessary for satisfactory performance of the services required, and the consideration of available consultants so qualified shall be deemed to satisfy requirements for competition.
- b. The State shall have on file with the FHWA an approved and current statement of the procedures it uses:
 - (1) in determining the engagement of consultants to be necessary or desirable,
 - (2) in evaluating the qualifications of prospective consultants,
 - (3) in selecting a specific firm from those determined to be qualified with which to negotiate for the services desired, and
 - (4) in monitoring work in progress under active agreements.
- c. The procedures should be reviewed periodically, at least once every 3 years, by the Regional Federal Highway Administrator to assure their current adequacy to provide for the selection of a consultant with the staffing, experience, and demonstrated ability required to perform the services involved.

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d. The consultant shall be required to perform with his own organization and associate consultants acceptable to the State and FHWA the professional services imposed under the agreement. The consultant's organization and associated consultants should be identified if practicable at the time of submission of a proposal. The consultant may utilize, with prior consent of the State, other firms to perform supplemental specialized services such as aerial and ground surveys, obtaining borings, making of exhibits, and other work or services.

6. COMPENSATION

- a. Compensation to the consultant should represent a just and equitable payment for the services performed.
 - (1) The method of payment to compensate the consultant for all work required shall be set forth in the original agreement and in any supplemental agreements thereto. It may be a single method for all work required or may involve different methods for different elements of work.
 - (2) Methods of payment which may be used are as follows:
 - (a) lump sum;
 - (b) cost per unit of work;
 - (c) cost plus a net fee amount; or
 - (d) specific rates of compensation. This method shall be considered only if all other methods have been found by the FHWA to be inappropriate.
 - (3) Consultant agreements providing that payment is to be based or adjusted on a prescribed percentage of estimated or actual construction costs, or based on actual engineering cost times a multiplier will not be accepted for Federal-aid reimbursement.
- b. In determining the method of payment and the amounts thereof, consideration should be given to:
 - (1) the record of the consultant in the practice of the profession of engineering in the field for which he is to be retained;

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- (2) the scope and complexity of the surveys, studies, reports, designs, or other work to be undertaken and the skills necessary to provide such services;
- (3) the amount and adequacy of information and data provided the consultant by the State including standard plans and specifications and the extent of information that must be developed independently by the consultant;
- (4) the location and conditions pertinent to the project for which consultant services are to be provided; and
- (5) the date on which the consultant is to begin work and the time allowed for performance thereof.
- c. The consultant's actual costs, direct and indirect, eligible for federal participation in cost-plus-a-net-fee contracts shall be those allowable under the provisions of Subpart 1-15.2, Federal Procurement Regulations, Principles and Procedures for Use in Cost-Reimbursement Type Supply and Research Contracts with Commercial Organizations, or State procurement regulations accepted by the FHWA.
- d. Each of the acceptable methods of payment is discussed below.
 - (1) Lump Sum. By this method, the consultant undertakes to perform the services stated in the agreement for an agreed amount as full compensation.
 - (a) This method of payment is appropriate only if the State has established the extent, scope, complexity, character, and duration of the work to be required to a degree that just compensation can be determined and evaluated by all parties at the time of negotiations.
 - (b) When submitted by the State to the FHWA for approval, each proposed agreement wherein payment is to be by a lump sum should be accompanied by a copy of an estimate prepared by the consultant showing a statement of his probable costs for the several elements of the work and his expected net fee. The consultant's statement should include a supported breakdown

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of the costs, direct and indirect, the firm expects to incur. The consultant's method of dividing the project into work units and calculating related time units should be such that the estimate can be readily reviewed by the State and by the FHWA.

- (c) The amount proposed for the net fee portion of the lump sum should be supported by the State when it recommends the amount to the FHWA for acceptance. The support should show the reasonableness of the amount proposed in consideration of the financial and professional investments to be required of the consultant, the extent, scope, complexity, character, and duration of the services, the degree of responsibility to be assumed, and other factors as comtemplated at the time of negotiations.
- (d) The lump sum amount proposed should be found by the State to be a just and equitable compensation, with documentation as to the basis for such finding.
- (e) The agreement should contain provisions for the adjustment of the lump sum amount in the event of a change.
- Cost Per Unit of Work. By this method, the consultant is paid on the basis of the work performed. A unit of work may be defined as a measurement of work, such as miles of centerline or base line, linear feet of borings, number of right-of-way plats, tons of structural steel, or pounds of reinforcing steel. This method is appropriate when the cost of the work per unit can be determined in advance with reasonable accuracy, but the extent of the work is indefinite. A proposal utilizing this method of payment should be supported in the same manner as that specified for the lump sum method.
- (3) Cost Plus a Net Fee Amount. By this method, the consultant is reimbursed for his costs and receives in addition a predetermined amount as a net fee.

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- (a) When at the time of negotiations with the consultant it is found not feasible to establish payment on the basis of the lump sum or cost per unit of work method, payment should be on the basis of reimbursement of the acceptable costs incurred by the consultant plus a predetermined amount. This method of payment is appropriate when the extent, scope, complexity, character, or duration is indeterminable at the time of negotiations, or where the work is of a nature that the States does not have the experience or knowledge to permit an evaluation of the consultant's proposal as required to support a lump sum amount.
- (b) A fair and reasonable net fee amount cannot be arrived at by applying a certain predetermined percentage to the estimated costs of providing the required services. The net fee shall be negotiated with consideration of the financial and professional investments to be required of the consultant, the extent, scope, complexity, character, and duration of the services, the degree of responsibility to be assumed by the consultant, and other factors as contemplated at the time of negotiations; these should be documented for reference should subsequent adjustment in the amount of net fee be found warranted.
- (4) Specific Rates of Compensation. By this method the consultant is paid at an agreed and supported specific fixed hourly or daily rate for each class of employee directly engaged in the work. rates of pay include the consultant's estimated costs and net fee. This method of payment should be considered only on those occasions where none of the three methods of payment described under paragraphs 6d(1), (2) and (3) can be used. It should be considered only for relatively minor items of work of indeterminable extent over which the State maintains control of the class of employee to be used and the extent of such use. The specific rates of compensation, except for an individual acting as a consultant, should include, and the agreement or referenced supporting data should specifically

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identify and set forth separately, the direct salary costs, salary additives, indirect costs, and the net fee. Other direct costs may be set forth as an element of the specific rate or may be included as independent cost items. The specific rates so determined should be established by the consultant and found by the State to be reasonable and proper.

- e. When the method of payment is other than a lump sum, the agreement shall specify an upper limit of compensation. There should be recognition, however, that the reasons underlying selection of the method of payment preclude arriving at a realistic estimate of the total anticipated costs of the services at the outset. The basis for establishment of the amount specified as the upper limit should be documented; and provisions should be made to permit adjustment in the upper limit when the consultant establishes, and the State and FHWA are in agreement, that there has been or is to be a significant change in the:
 - (1) scope, complexity, or character of the services to be performed;
 - (2) conditions under which the work is required to be performed; and
 - (3) duration of work if the change from the time period specified in the agreement for completion of the work warrants such adjustment.

In the case of the cost plus net fee amount method, an appropriate adjustment in the predetermined net fee shall be considered.

f. In the case of statewide agreements under which there are to be subsequent individual authorizations, establishment of a maximum amount is not required. A maximum amount should be stipulated, however, for each of the individual authorizations.

7. CONSTRUCTION ENGINEERING SERVICES

a. A consultant may be utilized for periodic examination and consultation or for full-time technical inspection of construction. Under the Federal-aid regulations,

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however, the prime responsibility for general supervision of the construction remains with the State. The State (or county or city under agreement with the State) cannot be relieved of its responsibility to insure that the work is performed in accordance with the approved project plans, specifications, and estimate. Therefore, a full-time publicly employed engineer must be assigned to be in responsible charge of the project at all times, although the publicly employed engineer need not be assigned solely to that project.

- b. The engineering responsibility of a consultant generally should be that of professional advice to the State as to the best means of satisfactorily accomplishing the work. The consultant's operations may include survey, layouts, stake outs, soils and foundation investigations, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, and other resident inspection services necessary to assure that the construction is being performed in accordance with the plans and specifications. The construction engineering agreement should define the respective authorities and responsibilities of the full-time publicly employed engineer in charge of the project and of the consultant's inspection staff.
- c. Compensation to a consultant for construction engineering services should be based on reimbursement of actual costs incurred plus a net fee amount, or, in the case of individual compensation, on an agreed daily rate. The lump sum method of compensation should not be used in connection with construction engineering services.

8. CONTENT AND APPROVAL OF AGREEMENTS

a. Proposed agreements for consultant services shall be submitted to the Division Engineer of the FHWA for review to insure that appropriate features are incorporated, that objectionable features or clauses are not included, and that the method of payment is proper and the amount reasonable. If invited by the State, the Division Engineer may be represented at negotiations between the State and the consultant regarding the proposed agreement. The Division Engineer may approve agreements to the extent he had been delegated such authority and shall forward other proposed agreements to the Regional Federal Highway Administrator with his comments and recommendations.

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- b. Before approving or recommending approval of an agreement for consulting services, the FHWA Division Engineer should be satisfied that the consultant's organization (1) is qualified professionally to perform the services to be required, (2) is in a position, in view of other commitments, to provide competent and experienced personnel to perform the services within the time prescribed, and (3) is fully apprised by the State of all applicable design standards, specifications, other technical requirements, and administrative controls including those of the FHWA.
- c. The agreement shall provide for reviews, at appropriate stages during performance of the work, by the State and FHWA. It shall also provide that the prospective consultant shall agree to establish a working office at a place acceptable to the State and FHWA for such review and discussion of the work as it progresses.
- d. The agreement shall provide that the consultant and his subcontractors are to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and further, to make such materials available at their respective offices at all reasonable times during the contract period and for 3 years from the date of final payment under the contract. Such materials are to be available for inspection by authorized representatives of the State or of the Federal Government, and copies thereof shall be furnished if requested.
- e. Agreements with consultants under the provisions of this directive shall not be approved by the FHWA unless a certification is executed by a principal or authorized corporate official of the consultant retained for the Federal-aid project involved, to the effect that neither he nor his firm has:
 - (1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the consultant) to solicit or secure the agreement,
 - (2) agreed, as an express or implied condition for obtaining the contract, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

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- (3) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.
- f. Agreements with consultants under the provisions of the directive shall not be approved by FHWA unless a certification is executed by a principal administrative officer of the government agency responsible for selection of the consultant and for administration of the agreement, to the effect that the consultant or his representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or earrying out the agreement to:
 - (1) employ or retain, or agree to employ or retain, any firm or person, or
 - (2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.
- g. Acceptable forms for each certification are attached to this directive as Attachment 2. Any proposed modification of the recommended form or content should be referred to the Washington Headquarters for advice and/or concurrence.
- h. An outline of provisions and clauses which should be considered in developing consultant agreements is contained in Attachment 1.
- i. The Division Engineer should forego preaward review and/or approval of any proposed consultant contract which is not expected to exceed \$5,000 unless the State specifically requests preaward assistance.

9. ALTERNATIVE PROCEDURE

- a. As an alternative to the procedures set forth elsewhere in this directive:
 - (1) The State at its option may obtain approval of the FHWA of an administrative plan under which the State would certify the procedures by which consultants

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would be utilized to provide engineering services to be financed with Federal-aid primary, secondary, urban, or TOPICS funds; this administrative planning is not to be considered for engineering services to be financed with Federal-aid Interstate funds.

- (2) To the extent a State's plan is found acceptable by the Regional Federal Highway Administrator, FHWA approval of individual agreements or their supplements is not required. This alternative procedure may be approved for use in any State desiring to adopt it when the requirements opecified in paragraph 9b are found by the Regional Federal Highway Administrator to be satisfied. Until this procedure has been approved by the FHWA, the procedures set forth elsewhere in this directive are to continue in effect.
- b. The State is to file a formal application with the FHWA for approval of the alternative procedure. The application is to include the following:
 - (1) The State's written procedures for:
 - (a) selecting the consultant using the approved procedures for qualification and selection,
 - (b) evaluating a proposal from the consultant selected.
 - (c) determining that the agreement provisions are satisfactory,
 - (d) determining that the method of payment is appropriate and the amount of proposed compensation to the consultant is reasonable, and
 - (e) documenting the file regarding compliance in each case.
 - (2) A Statement signed by the chief administrative officer of the State highway department certifying that there shall be conformance with the provisions of this directive and all applicable Federal and State laws and administrative requirements.

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c. The Division Engineer shall forward the State's submission to the Regional Federal Highway Administrator with a recommendation regarding its acceptability. The Regional Federal Highway Administrator shall approve or disapprove the State's request and provide a copy of all material included to the Office of Engineering in Washington, D.C.

d. The Regional Federal Highway Administrator shall arrange for reviews to assure that the alternative procedure is operating satisfactorily. The initial review shall be conducted within a year of approval of the procedures, and subsequent reviews shall be made periodically as deemed necessary.

10. CHANGES OR EXTRA WORK

- a. Supplemental agreements, approved by FHWA, are required for any modification in the terms of the original agreement to provide for change or extra work. There is no prescribed format for a supplemental or amended agreement. Such agreements may take the form of letter type agreements meeting the legal requirements of the State, clearly outlining the changes made, and containing a mutually agreed method of compensation. Such agreement shall not contain bases of payment other than those prescribed herein.
- b. Except as provided under paragraph 10c, each supplemental agreement shall be approved by the appropriate office of the FHWA prior to the performance of the work under such agreement.
- On certain occasions, because the public interest requires proceeding with the work without delay, it may not be practicable to establish an equitable compensation prior to initiating the work contemplated under the supplemental agreement. In such cases, the consultant may be authorized to proceed with the work prior to the determination of compensation, providing the Division Engineer has previously approved the work included under the supplemental agreement and has concurred that additional compensation therefore is warranted. The Division Engineer shall document the reason for proceeding with the work prior to execution of the supplemental agreement and shall include in his approval a dollar limitation on the funds to be paid the consultant for the required work before the agreement is executed and provision that the supplemental agreement be executed within 90 days.

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OUTLINE OF PROVISIONS AND CLAUSES FOR CONSULTANT AGREEMENTS

1. INTRODUCTION

- a. Date of Agreement
- b. Names, Addresses, and Other Data Identifying Agreeing Parties

The complete name and address of each party to the agreement should be given together with information with respect to whether the party is an individual, an agency of government, a partnership, or a corporation. If a corporation is one of the parties, the State in which it is incorporated should be shown. Show location of office where consultant's work will be available for inspection by State and FHWA representatives. For the sake of brevity, a suitable short title, such as "State," "County," "Engineer," or "Consultant," should be designated and defined for each of the parties and should be used throughout the remainder of the agreement.

c. Location and Description of the Project

The location and description of the project should be stated precisely and as briefly as possible. The name of the project should be given if one exists. If major structures are to be included, their approximate locations, lengths, and types, if known, should be shown.

AGREEMENT

a. Description of Work to be Done

(1) Consultant Services

The services to be furnished by the consultant under the agreement should be described as to the nature and extent contemplated in the negotiations in order to eliminate subsequent uncertainties and misunderstandings.

(2) Right-of-Way

The agreement should state whether right-of-way requirements are to be determined and shown by the consultant, whether land surveys and computations with metes and bounds descriptions are to be made, and whether right-of-way plats are to be furnished.

(3) Subsurface Investigations

The agreement should state specifically whether or not the consultant is to be responsible for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of the consultant, appropriate provisions should be incorporated.

(4) Obligations of State to Consultant

All data applicable to the project and in possession of the State or other agency of government that are to be made available to the consultant should be referred to in the agreement. Any other assistance or services to be furnished to the consultant should be stated clearly.

(5) Conferences, Visits to Site, Inspection of Work

The agreement should provide for conferences to be held at the request of any party thereto and for visits to the site and inspection of the work at any time by any such party or parties and by representatives of the FHWA.

(6) Checking of Shop Drawings

For agreements requiring the preparation of construction drawings, especially where large complex structures are involved, provision should be made for checking of shop drawings. Payment for checking of shop drawings by the consultant may be included in the contract fee or provision may be made for separate payment.

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(7) Consultant's Services During Construction

The extent, if any, of the consultant's services during the course of construction should be specified in the agreement together with the method of payment for such services.

(8) Number of Copies

The number of copies of papers or documents to be furnished, such as reports, brochures, sets of plans, specifications, or right-of-way plats should be specified. Provision may also be made for payment for additional copies if necessary.

b. Time of Beginning and Completion

A time should be set for beginning work under the agreement. Usually this is a given number of days after a letter of notification has been sent to the consultant. The time allowed for performing the work should be specified and be reasonable for the kind and amount of services contemplated and should be stated in the agreement. It is desirable that CPM networks be prepared as project schedules and be incorporated into the contract by reference unless the nature of the services obviates such need.

c. Payments

The basis of payment for the services to be furnished should be stated. The services may be considered as a whole or by units. The agreement should establish a method for payments as the work progresses or as each unit is completed and for final settlement after all work is delivered, accepted, and approved by all interested parties. The agreement shall set forth a maximum limit on the total fee payable without approved adjustments.

d. Miscellaneous Provisions

(1) Covenant Against Contingent Fees

All agreements for consultant services in which Federal funds are to participate shall contain the following clause:

"The consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee."

(2) Design Standards

The agreement should include reference to the appropriate standards for design.

(3) Ownership of Documents

The agreement should provide that tracings, plans, specifications, and maps prepared or obtained under the terms of the agreement shall be delivered to and become the property of the State, and that basic survey notes and sketches, charts, computations, and other data prepared or obtained under such agreement shall be made available, upon request, to the State without restriction or limitation on their use. When an agreement is for preliminary plans only, no commitment should be stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans.

(4) Changes in Work

The agreement should contain provisions that would permit negotiation for and mutual acceptance of significant changes in the scope, character, or complexity of the work to be performed if such changes become desirable or necessary as the work progresses. A method should be established for making adjustments, if deemed necessary, in the bases of payment and

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in the time for performance of the work as modified that will provide for equitable changes, either increases or decreases, in the time and amount of compensation as set by the original agreement. Provision should be made for special cases where it is essential that the extra work be performed immediately with execution of the supplemental agreement covering such change as soon as practicable.

(5) Delays and Extensions

The agreement should provide for appropriate extensions of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment.

(6) Termination or Abandonment

A procedure covering among other things the ownership of work completed or partially completed and basis of payment therefor should be established in the event of termination of the agreement prior to the completion of the work covered thereby.

(7) Disputes

The agreement should provide for a procedure for resolving any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties. Such procedures should conform to the practice followed by the State highway department in resolving disputes in other contractual matters.

(8) Responsibility for Claims and Liability

The consultant should be required to save harmless the State or other agency of government from all claims and liability due to his negligent acts or the negligent acts of his subcontractors, agents, or employees.

(9) General Compliance with Laws

The consultant shall be required to comply with all Federal, State, and local laws and ordinances applicable to the work.

(10) Subletting, Assignment, and Transfer

Consultant services are considered to be a personal relationship between client and principal; and, therefore, agreements in which participating Federal funds are furnished shall contain a clause expressly prohibiting the subletting or transfer of any of the work except as is otherwise provided for in the executed agreement.

(11) Consultant's Endorsement on Plans, etc.

It is good professional practice to require the consultant's endorsement on all plans, specifications, estimates, and engineering data furnished by him.

(12) Nondiscrimination Civil Rights Act of 1964

The agreement should provide for compliance with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (49 CFR 21).

3. CONCLUSION

The concluding clause may be any one of the many accepted legal expressions commonly used for that purpose.

4. SIGNATURES

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| | Contract No |
|---|--|
| CERTIFICATION OF C | |
| I hereby certify that I am the (title) and duly aw, whose add and that neither I nor the above firm I here represent | iress is |
| (a) employed or retained for a commission, pe other consideration, any firm or person (other than me or the above consultant) to solicit or secure this | a bona fide employee working solely for |
| (b) agreed, as an express or implied condition or retain the services of any firm or person in connection | for obtaining this contract, to employ ection with carrying out the agreement, or |
| (c) paid, or agreed to pay, to any firm, organi employee working solely for me or the above consult consideration of any kind for, or in connection with, | ant) any fee, contribution, donation, or |
| except as here expressly stated (if any); | |
| I acknowledge that this certificate is to be furnished Federal Highway Administration, U.S. Department of agreement involving participation of Federal-aid high applicable State and Federal laws, both criminal and | f Transportation, in connection with this |
| | |
| (Date) | (Signature |
| CERTIFICATION OF STATE HIG | HWAY DEPARTMENT |
| I hereby certify that I am the (title) of the not been required, directly or indirectly as an expression obtaining or carrying out this agreement to: | e Highway Department of the State of ulting firm or his representative has ss or implied condition in connection |
| (a) employ or retain, or agree to employ or re- | ain, any firm or person, or |
| (b) pay, or agree to pay, to any firm, person, donation, or consideration of any kind; | or organization, any fee, contribution, |
| except as here expressly stated (if any): | |
| I acknowledge that this certificate is to be furnished U.S. Department of Transportation, in connection w of Federal-aid highway funds, and is subject to appli criminal and civil. | th this agreement involving participation |
| (Date) | (Signature) |
| | \$5937 |

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FORM 722-10 1-80 PAGE 1 OF 3

by the parties as follows:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS UTILITY RELOCATION AGREEMENT (At Municipal Expense)

| COUNTY | SECTION | UTILITY JOS NO. | STATE ROAD NO. | COUNTY NAME | PARCEL & R/W JOB NO. |
|------------|----------------|-----------------------|-------------------------|---------------------|-----------------------------------|
| | | OTTENT JOS NO. | STATE ROAD NO. | COUNTYNAME | TARCEL & R/W 300 NO. |
| | <u> </u> | | | | |
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| Ans | and all cit | y owned or operate | d water mains, fire | hydrants, sanitar | ry sewers, gas |
| mai | ns, fire and | police call systen | ns, telephone, electi | rical, telegraph a | and TV-cable |
| syst | ems, includi | ng poles, pole lines | and underground fa | cilities thereof, a | nd any other |
| | | - - | d facilities within suc | | · |
| | | • | | | |
| AND | WHEREAS, | the plans for the | said construction, re | construction or | other changes to be |
| ıade, as a | bove describ | oed, have been revi | ewed by the DEPA | RTMENT and the | he CITY, said above |
| escribed u | tility relocat | ion to hereinafter be | designated as "Relo | cation Work ," | |
| | | | | | |
| NOW, | THEREFOR | RE, in consideration | of the mutual coven | ants hereinafter o | ontained, it is agreed |

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FORM 722-10 PAGE 2 OF 3

- The CITY agrees to make or cause to be made all arrangements for necessary adjustment or changes of its facilities where located on public property at CITY'S own expense and in accordance with the provisions of Rule 014-46.01 "Utility Accommodation Guide," Florida Administrative Code, dated May 4, 1970; any supplements or revisions thereof as of the date of this Agreement, which, by reference hereto, are made a part of this Agreement; and the plans, designs and specifications of the DEPARTMENT for the construction or reconstruction of said portion of the State Highway System, prior to the advertising for bid on said project. The CITY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the CITY, all under the direction of the DEPARTMENT'S engineer.
- The CITY further agrees that said adjustments, changes or relocation of facilities will be made by the CITY with sufficient promptness so as to cause no delay to the DEPARTMENT or its contractor in the prosecution of such construction or reconstruction work; provided, however, that the CITY shall not be responsible for delay beyond its control; and that such "Relocation Work" will be done under the direction of the DEPARTMENT'S engineer; and the CITY further agrees that in the event the changes, adjustments or relocation of such facilities or utilities are done simultaneously with the construction project, that it will be directly responsible for handling of any legal claims that the contractor may initiate due to delays caused by the CITY'S negligence; and that the CITY will not proceed with the "Relocation Work" with its own forces nor advertise nor let a contract for such work until it has received the DEPARTMENT'S written authority to proceed.
- The CITY further agrees that it will maintain and keep in repair, or cause to be maintained and kept in repair, all of such adjusted, changed or relocated CITY owned or operated facilities or utilities within the right of way of said portion of the State Highway System; and to comply with all provisions of the law, including Rule 014-46.01.
- The DEPARTMENT agrees to furnish the CITY with all necessary highway construction plans that are required by the CITY to facilitate the CITY'S "Relocation Work."
- The DEPARTMENT further agrees that the CITY may relocate its facilities upon the State's right-of-way, according to the terms of the standard permit required by the State Statutes for occupancy of public rights-of-way, and all published regulations lawfully adopted by the DEPARTMENT as of the date of this Agreement.
- 6. It is mutually agreed that the CITY'S plans, maps or sketches showing any such facilities or utilities to be adjusted, changed, or relocated are made a part hereof by reference.
- The CITY further agrees to indemnify, defend, and save harmless and exonerate the DEPARTMENT of and from all liability, claims, and demands for contractual liability rising out of the work undertaken by the CITY, its employees, agents, representatives, or its subcontractors due in

3

FORM 722-10 1-80 FAGE 3 OF 3 925 Page

whole, or in part, to conditions, actions, or omissions done or committed by the CITY; or its subcontractors, its employees, agents, representatives, or its subcontractors. It is specifically understood and agreed that this indemnification agreement does not cover nor indemnify the DEPARTMENT for its own negligence or breach of this contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

| Deputy Secretary for Administration | | (SEAL) |
|--|-----------|--------|
| ATTEST:Executive Secretary | | |
| CITY OF | | |
| BY: | | (SEAL) |
| ATTEST: | ········· | |
| Approved as to Form, Legality and Execution STATE OF FLORIDA DEPARTMENT OF TRANSPORT | | |
| BY: Assistant Attorney | | |

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State of Florida Department of Transportation

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS

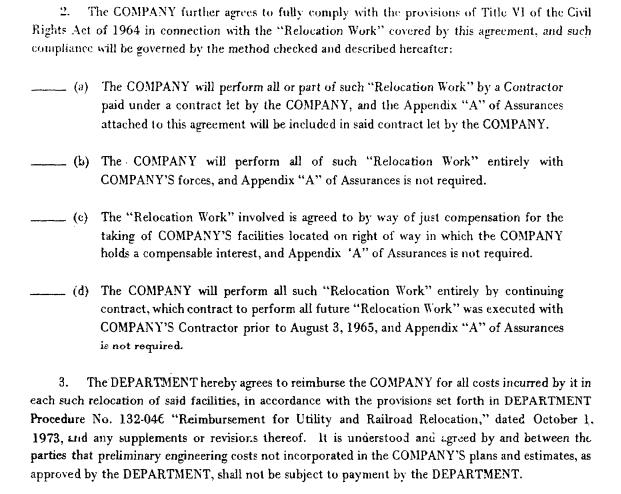
No.:

UTILITY RELOCATION AGREEMENT REIMBURSABLE - PRIVATE UTILITY

| COUNTY | SECTION | UTILITY JOB NO. | STATE ROAD NO. | COUNTY NAME | PARCEL & R/W JOB NO |
|--------------|--------------|---------------------|------------------------|--------------------|--|
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| THIS | AGREEME | NT, made and entere | ed into thisd | ay of | ,198 |
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| COMPANY | | , State of | | , h€ | ercinafter called the |
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| | | | | | changing a portion of |
| | | | | | , which shall |
| call for the | relocation o | of the COMPANY'S | facilities along, over | and/or under said | highway. |
| as above o | described, h | | by the DEPARTMI | ENT and the CC | r changes to be made DMPANY, said above |
| COMPANY | properly a | | relocation after dec | ducting therefron | amount paid by the n any increase in the old facility. |
| | THEREFO | | of the mutual und | ertaking as hereir | set forth, the parties |
| | | | | | |

1. The COMPANY hereby agrees to relocate the necessary parts of its facilities along said Road in accordance with the provisions set forth in DEPARTMENT Rule 014-46.01 "Utility Accommodation Guide," Florida Administrative Code, dated May 4, 1970; any supplements thereto or revisions thereof, which by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT.

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5. All labor, services, materials and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the cost of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

Administrative Code, and any supplements thereto or revisions thereof.

Attached hereto, and by reference made a part hereof, are plans and specifications of the work

to be performed by the COMPANY pursuant to the terms hereof, and an estimate of the cost thereof in the amount of \$ _______. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT, and all subsequent plan changes shall likewise be approved by the DEPARTMENT. All "Relocation Work" covering facilities to be relocated to a position within the highway right of way will be accommodated in accordance with the provisions of Rule 014-46.01 "Utility Accommodation Guide," Florida

FORM 722-14 1-80 PAGE 3 OF 3

| | he COMPANY has determined that the method to be used in developing the relocation or cost shall be as specified for the method checked and described hereafter: |
|---|---|
| (a) | Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body. |
| (b) | Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT. |
| (c) | An agreed lump sum\$, as supported by a detail analysis of estimated cost attached hereto. (Note: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$10,000.) |
| of the old f | the adjustment of the COMPANY'S facility as planned (will-will not) require the operation acility until the new facility is functioning. (If the old facility must remain in operation w facility is functioning, indicate the reason below.) |
| service beyo facility will facility retir | this proposed new facility installed in the COMPANY'S system (will-will not) remain in useful and the time when the overall (old) facility, of which it is a part, is replaced. [If the new remain in useful service as above, or if an entirely new facility is constructed and the old ed, credit for expired service life applies, and \$ |
| "Relocation (If upgradin | the adjustment of the COMPANY'S facility as planned (wilf-will not) involve additional . Work" over and above the minimum reimbursable requirements of the DEPARTMENT. g and/or nonreimbursable "Relocation Work" is involved at the option of the COMPANY, against the cost of the project is required and will be governed by the method checked and creafter): |
| (a) | % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments). |
| (p) | All "Relocation Work" involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from reimbursable "Relocation Work"; such work or job order number to be The COMPANY further agrees to clearly identify such work areas in the COMPANY'S plans and estimates for the "Relocation Work" covered by this agreement. |

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State of Florida Department of Transportation
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- ____ (c) S _____ credited for (betterment) and/or (expired service life) and/or (nonreimbursable segments) in accord with Article 6.(c) herein above.
- 10. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above relocation work.
- 11. It is further agreed that the cost of all improvements made during this relocation work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of relocation of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.
- 12. Upon completion of the work the COMPANY shall, at the earliest date practicable, and in no event later than one hundred eighty (180) days following the date of completion of the "Relocation Work" by the COMPANY, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. Upon the COMPANY'S failure to submit proper billing within the 180 day period, the DEPARTMENT may, at its discretion, audit the COMPANY'S records and thereby determine the reimbursable amount. The COMPANY hereby waives any right of appeal or protest of such amount as determined by audit. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs, and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components or costs in the relocation, following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bill in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right of way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred, and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices prepared in accordance with the provisions of the DEPARTMENT Procedure No. 132-046, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor. The DEPARTMENT shall retain ten percent from any progress payments.

13. The COMPANY covenants to indemnify, defend, save harmless and exonerate the DEPARTMENT of and from all liability, claims, and demands arising out of the work undertaken by

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the COMPANY pursuant to this agreement, due to the negligent actions, delays, or omissions done or committed by the COMPANY, its subcontractors, employees, agents or representatives. It is specifically understood and agreed that this indemnification agreement does not cover nor indemnify the DEPARTMENT for its own negligence or breach of this contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

| BY: | _ (SEAL) |
|---|----------|
| ATTEST: Executive Secretary | - |
| COMPANY: | |
| BY: President | - (SEAL) |
| ATTEST: Secretary | _ |
| Approved as to Form, Legality and Execution STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | |
| BY: | |

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FORM 722-23A 1-80 PAGE 1 OF 4

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS JOINT PROJECT AGREEMENT UTILITY INSTALLATION BY HIGHWAY CONTRACTOR (Municipal)

| | | | | | |
|-------------|------------------------|----------------------|----------------------|--------------------|--|
| COUNTY | SECTION | UTILITY JOB NO. | STATE ROAD NO. | COUNTY NAME | PARCEL & R/W JOB NO. |
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| THIS | AGREEME | NT, made and entere | ed into this | day of | , 198, |
| • | | | | | TATION, hereinafte |
| referred to | as the DEPA | ARTMENT, and the | CITY OF | | a municipal |
| corporatio | n, hereinaft | er referred to as | the CITY. | | |
| | | | WITNESSETH: | | |
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| | | | • | • | , Road No. |
| | | | | | shall call for the |
| | | | | | facilities along, over |
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| made, as | above descri | • | riewed by the DEP | ARTMENT and t | other changes to be he CITY, said above |
| AND | WHEREAS, | , the term "cost of" | Utility Work" shall | include the entire | amount paid by the |
| CITY pro | perly attribu | | after deducting ther | efrom any increa | se in the value of the |
| Work" an | | ted the DEPARTME | | | urred by this "Utility ans and specifications |
| | | | | | at it would be to the |

NOW, THEREFORE, the premises considered, and in consideration of the sum of One Dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

JOINT PROJECT providing for such work,

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The DEPARTMENT and the CITY shall participate in a JOINT PROJECT, the scope of 1. which will cover only CITY utility facilities within the limits of the project as included in the plans and estimate of the highway contract, more specifically described as _

- 2. The CITY will prepare, at its expense, the design and plans for all of the CITY'S necessary "Utility Work" specified above, and will furnish to the DEPARTMENT no later than _ , 198__ , complete original plans on standard size sheets (22" x 36"), all suitable for reproduction by the DEPARTMENT, together with a complete set of specifications. covering all construction requirements for the "Utility Work." Final "Utility Work" plans shall be complete in every detail and will include a "Summary of Quantities" sheet. It will be the responsibility of the CITY to coordinate the development of the "Utility Work" plans with the DEPARTMENT'S highway job plans. The DEPARTMENT, upon request by the CITY, will furnish all available highway information required by the CITY for the development of the "Utility Work" plans; and the DEPARTMENT shall cooperate fully with the CITY to this end.
- 3. All of the work on the JOINT PROJECT is to be done according to the plans and specifications of the DEPARTMENT which plans and specifications are, by reference hereto, made a part hereof. The CITY will be responsible for verifying the accuracy of the DEPARTMENT'S underground survey information, and will also be responsible for any changes to the CITY'S plans made necessary by errors or omissions in the DEPARTMENT'S survey information as furnished to the CITY. All errors, omissions, or changes in the design of the CITY'S "Utility Work" will be the sole responsibility of the CITY. In any conflict between CITY and DEPARTMENT specifications, the DEPARTMENT'S specifications will govern.
- The CITY, on request and at its expense, will furnish all engineering inspection, testing and supervision of the "Utility Work," and will also furnish the DEPARTMENT'S ENGINEER with progress reports for diary records, approved quantities and amounts for weekly, monthly and final estimates. All field survey control for the "Utility Work" will be furnished by the CITY under the supervision of the DEPARTMENT'S ENGINEER. The coordination of the CITY'S "Utility Work" with that of the highway contractor and other utilities and/or their contractors will be the responsibility of the DEPARTMENT, and the CITY shall cooperate fully in this matter. All information required for Change Orders or Supplemental Agreements pertaining to the CITY'S "Utility Work" shall be promptly furnished to the DEPARTMENT by the CITY upon the request of the DEPARTMENT.
- The DEPARTMENT will provide the necessary engineering supervision to assure construction is in compliance with the plans and specifications hereinabove referred to, and shall receive all bids for and let all contracts for said "Utility Work," all at the sole expense of the CITY. All bids for said "Utility Work" shall be taken into consideration in the award of bid on the Highway Job and the CITY shall have the right to reject any or all bids on the "Utility Work" if said bids greatly exceed the CITY'S estimated cost. In the event of rejection of bids for the "Utility Work," the highway contract documents will be so amended prior to award and the CITY will, at its expense,

PROCEDURES State of Florida Department of Transportation No.: 927 Page 3

FORM 722-23A 1-80 PAGE 4 OF 4

arrange for the prompt construction of the "Utility Work" so as to cause no delay to the prosecution of the highway work by the DEPARTMENT'S contractor.

- 6. All adjustment, relocations, repairs and incidentals required to be performed to the existing CITY utilities within this project, not included in this contract, will be the sole responsibility of the CITY. All such work is to be coordinated with the construction of this project and in a manner that will not cause delay to the highway contractor.
- 7. All services and work under the construction contract shall be performed to the satisfaction of the DEPARTMENT'S Director, Division of Road Operations, and he shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract for "Utility Work"; the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes thereunder shall be final and conclusive upon the parties hereto.
- 8. The CITY agrees that it will, upon the execution of this agreement furnish to the DEPARTMENT as a deposit for the estimated payment of said "Utility Work" in the amount of S_______ That the DEPARTMENT may utilize said deposit for the payment of said "Utility Work"; and the parties hereto further agree that in the event that final billing pursuant to the terms of Paragraph II is less than said deposit, a refund of any excess over and above said final billing will be made by the DEPARTMENT to the CITY; and that in the event said final billing is greater than said deposit, said final billing will be paid by the CITY pursuant to Paragraph II hereof.
- 9. Upon completion and acceptance of the work, the CITY shall own, control, maintain, and be responsible for all CITY utility facilities involved, according to the terms of the standard permit required by the State Statutes for occupancy of public rights of way. The CITY further agrees that it will maintain and keep in repair, or cause to be maintained and kept in repair, all of such constructed facilities or utilities within the right of way of said State Road, to comply with all provisions of law and of the DEPARTMENT'S manual with amendments and specifications for traffic control routing and parking and to conform with the regulations of the DEPARTMENT pertaining thereto.
- 10. The CITY shall defend, save and hold harmless the DEPARTMENT from any and all legal actions, claims or demands by any person or legal entity against the DEPARTMENT arising out of the participation in this Agreement by the CITY or use by the CITY of the completed "Utility Work."
- 11. Upon completion of the work, the DEPARTMENT shall, within one hundred eighty (180) days furnish the CITY with two (2) copies of its final and complete billing of all cost incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the project; the date on which the first work was performed; the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts bill can be audited. Adequate

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FORM 722-23A (BOND) PAGE 3 OF 4

arrange for the prompt construction of the "Utility Work" so as to cause no delay to the prosecution of the highway work by the DEPARTMENT'S contractor.

- All adjustment, relocations, repairs and incidentals required to be performed to the existing CITY utilities within this project, not included in this contract, will be the sole responsibility of the CITY. All such work is to be coordinated with the construction of this project and in a manner that will not cause delay to the highway contractor.
- 7. All services and work under the construction contract shall be performed to the satisfaction of the DEPARTMENT'S Director, Division of Road Operations, and he shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract for "Utility Work"; the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes thereunder shall be final and conclusive upon the parties hereto.
- The CITY agrees that it will, upon execution of this Agreement, become irrevocably bound to pay the DEPARTMENT the sums due as its share of the "Utility Work" called for in this Agreement, which is estimated at \$_ _____, and which will be invoiced by the DEPARTMENT to the CITY upon receipt of the first monthly estimate from the highway contractor that includes as a pay item any "Utility Work" called for in this Agreement. Said invoice will be sent by Registered Mail and shall become due within thirty (30) days after receipt, and past due thereafter. Any sums unpaid after 30 days from receipt of invoice shall be with interest at 6% per annum for any time past due until receipt by the DEPARTMENT. Any amount billed under this paragraph shall be subject to final billing specified under Paragraph 11.
- Upon completion and acceptance of the work, the CITY shall own, control, maintain, and be responsible for all CITY utility facilities involved, according to the terms of the standard permit required by the State Statutes for occupancy of public rights of way. The CITY further agrees that it will maintain and keep in repair, or cause to be maintained and kept in repair, all of such constructed facilities or utilities within the right of way of said State Road, to comply with all provisions of law and of the DEPARTMENT'S manual with amendments and specifications for traffic control routing and parking and to conform with the regulations of the DEPARTMENT pertaining thereto.
- The CITY shall defend, save and hold harmless the DEPARTMENT from any and all 10. legal actions, claims or demands by any person or legal entity against the DEPARTMENT arising out of the participation in this Agreement by the CITY or use by the CITY of the completed "Utility Work."
- Upon completion of the work, the DEPARTMENT shall, within one hundred eighty (180) 11. days, furnish the CITY with two (2) copies of its final and complete billing of all cost incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the project; the date on which the first work was performed; the date on which the earliest item of billed expense was incurred: the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts hill can be audited. Adequate

State of Florida Department of Transportation
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STATE OF FLORIDA

Assistant Attorney

reference shall be made in the billing to the DEPARTMENT'S records, accounts or other relevant documents. All cost records and accounts shall be subject to audit by a representative of the CITY. Upon receipt of invoices prepared in accordance with the provision of DEPARTMENT Procedure No. 132-046 "Reimbursement for Utility and Railroad Relocation," dated October 1, 1973, the CITY agrees to reimburse the DEPARTMENT in the amount of such actual cost.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their officials seals hereto affixed, the day and year first above written.

PROCEDURES

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FORM 722-28B 8-77 FAGE,1 OF 7

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS JOINT PROJECT AGREEMENT JOINT POLE USE

No.:

(Reimbursable - Private Utility)

| COUNTY | SECTION | UTILITY JOB NO. | STATE ROAD NO. | COUNTY NAME | PARCEL & R/W JOB NO. |
|-------------|---------------|--|------------------------|-------------------|------------------------|
| | | | | | |
| | | L | | | <u> </u> |
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| | | | | - | , 197, |
| • | | | | | TATION, hereinafter |
| called the | DEPARTME | ENT, and | | | |
| a corporat | ion organize | d and existing under | the laws of | | |
| with its pr | incipal place | of business in the Ci | ty of | | |
| - | | | • | | hereinafter called the |
| COMPAN | | , | | , | |
| | | | WITNESSETH: | | |
| WHE | REAS, the 1 | DEPARTMENT is co | enstructing, reconstru | ucting or otherwi | se changing a portion |
| | | | | | |
| Road No. | | between | | and | , |
| | | e installation or atta MPANY'S pole line, | chment of DEPART | MENT poles and | or equipment within |
| | | | | | |

AND WHEREAS, the COMPANY occupies public ways, streets and private properties with an unspecified number of poles upon which are attached electric transmission and distribution lines, street lighting systems, communications lines, and appurtenances; and the DEPARTMENT also similarly occupies public ways with poles upon which are attached traffic control systems and street lighting systems,

AMD WHEREAS, the parties hereto desire to cooperate in jointly using each other's poles under one or more of the above conditions when the conditions determining the necessity or desirability of joint use depend upon the requirements to be met by both parties, including considerations of safety and economy, and each party should be the judge of what the character of its circuits should be to meet its requirements and as to whether or not these requirements can be properly met by the joint use of poles,

AND WHEREAS, the plans for the said construction, reconstruction or other changes to be made, as above described, have been reviewed by the DEPARTMENT and the COMPANY, said above described joint use arrangement to hereinafter be designated as "Relocation Work,"

FORM 722-28B 8-77 PAGE 2 OF 7

AND WHEREAS, the term "cost of relocation" shall include the entire amount paid by the COMPANY properly attributable to such relocation after deducting therefrom any increase in the value of the new facility and any salvage value of materials recovered from the old facility,

NOW, THEREFORE, in consideration of the mutual undertaking as herein set forth, the parties hereto agree as follows:

- 1. The COMPANY hereby agrees to relocate the necessary parts of said facilities in accordance with the provisions set forth in DEPARTMENT Rule 014-46.01 "Utility Accommodation Guide," Florida Administrative Code, dated May 4, 1970: any supplements thereto or revisions thereof as of the date of this Agreement, which, by reference hereto, are made a part of this Agreement; and the plans, designs and specifications of the DEPARTMENT for the construction or reconstruction of said portions of the State Highway System, prior to the advertising for bid on said project. The COMPANY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the COMPANY, all under the direction of the DEPARTMENT'S engineer. The COMPANY'S use of the poles subject to this Agreement shall be confined to the transmission and distribution of electricity, street lighting and/or communications facilities in pursuit of its business of serving the public; and the DEPARTMENT'S use of the poles subject to this Agreement shall be confined to that necessary for the operation and support of traffic control systems, street light systems, and luminaries as the case may be.
- 2. The COMPANY further agrees to fully comply with the provisions of Title VI of the Civil Rights Act of 1964 in connection with the "Relocation Work" covered by this agreement, and such compliance will be governed by the method checked and described hereafter:
- (a) The COMPANY will perform all or part of such "Relocation Work" by a Contractor paid under a contract let by the COMPANY, and the Appendix "A" of Assurances attached to this agreement will be included in said contract let by the COMPANY.
 (b) The COMPANY will perform all of such "Relocation Work" entirely with COMPANY'S forces, and Appendix "A" of Assurances is not required.
 (c) The "Relocation Work" involved is agreed to by way of just compensation for the taking of COMPANY'S facilities located on right of way in which the COMPANY holds a compensable interest, and Appendix "A" of Assurances is not required.
 (d) The COMPANY will perform all such "Relocation Work" entirely by continuing contract which contract to perform all such future "Relocation Work" was executed

with COMPANY'S Contractor prior to August 3, 1965, and Appendix "A" of

Assurances is not required.

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| The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in |
|---|
| each such relocation of said facilities, in accordance with the provisions set forth in DEPARTMENT |
| Procedure No. 132-046 "Reimbursement for Utility and Railroad Relocation," dated October 1, 1973, |
| and any supplements or revisions thereof. It is understood and agreed by and between the parties |
| that preliminary engineering costs not incorporated in the COMPANY'S plans and estimates as |
| approved by the DEPARTMENT, shall not be subject to payment by the DEPARTMENT. |
| |

| • | the DEPARTMENT, shall not be subject to payment by the DEPARTMENT. |
|---|--|
| work to be thereof in the pursuant he DEPARTM All "Relocations will be accommoded." | extrached hereto, and by reference made a part hereof, are plans and specifications of the performed by the COMPANY pursuant to the terms hereof, and an estimate of the cost he amount of \$ |
| the work to Separate re | all labor, services, materials and equipment furnished by the COMPANY in carrying out to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Seconds as to the cost of contract bid items and force account items performed for the shall also be furnished by the COMPANY to the DEPARTMENT. |
| | the COMPANY has determined that the method to be used in developing the relocation and cost shall be as specified for the method checked and described hereafter: |
| ٠, | actual and related indirect costs accumulated in accordance with a work order ecounting procedure prescribed by the applicable Federal or State regulatory body. |
| a | actual and related indirect costs accumulated in accordance with an established eccounting procedure developed by the COMPANY and approved by the DEPARTMENT. |
| e | an agreed lump sum \$, as supported by a detail analysis of stimated cost attached hereto. (Note: This method is not applicable where the stimated cost of the proposed adjustment exceeds \$10,000.) |
| "Relocation (If upgradir then credit | the adjustment of the COMPANY'S facility as planned (will - will not) involve additional in Work" over and above the minimum reimbursable requirements of the DEPARTMENT. In any and/or nonreimbursable "Relocation Work" is involved at the option of the COMPANY, against the cost of the project is required and will be governed by the method checked and |
| described he | ercanter): |

_____% will be applied to the final billing of work actually accomplished to

determine required credit for (betterment) and/or (expired service life) and/or

(nonreimbursable segments).

PROCEDURES

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| (b) | All "Relocation Work" involving nonreimbursable segments will be performed by |
|-----|--|
| | special COMPANY work or job order number apart and separate from reimbursable |
| | "Relocation Work," such work or job order number to be The |
| | COMPANY further agrees to clearly identify such additional work areas in the |
| | COMPANY'S plans and estimates for the total work covered by this Agreement. |
| (c) | \$ is credited for (betterment) and/or (expired service life) and/or (nonreimbursable segments) in accord with Article 6.(c) herein above. |

- 8. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above relocation work.
- 9. It is further agreed that the cost of all improvements made during the relocation work on each project shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of relocation of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.
- 10. The DEPARTMENT hereby agrees to install, construct and maintain its attachments with its own qualified electrician or by a qualified electrical contractor paid under a contract let by the DEPARTMENT all in accordance with the National Electrical Safety Code in its present form or as subsequently revised, amended or superseded; to comply at all times with generally accepted safety practices of the electric utility and/or communications industry and the regulations of the Florida Department of Commerce as they exist or as they are subsequently revised, amended or superseded; and that utility service connections shall in all cases be performed by the COMPANY when the COMPANY is expected to supply a utility service. It is further understood and agreed by the DEPARTMENT that the said installation, construction and maintenance of such attachments within six (6) feet of the power utilities primary conductors (which shall herein be defined as all conductors with voltage potentials exceeding 750v) shall be performed only with prior consent of the COMPANY when pole ownership lies with the DEPARTMENT. When the pole ownership lies with the COMPANY, all installations, construction and maintenance of DEPARTMENT attachments shall be subject to the approval of the COMPANY within its sole and absolute discretion and shall conform with any other joint use agreement now in effect lietween the COMPANY and other joint users.
- 11. The DEPARTMENT also agrees to require that the local Governmental Agency charged with the responsibility of maintaining the DEPARTMENT'S attachments shall comply with the generally accepted practices of the electric utility and/or communications industries and the regulations of the Florida Department of Commerce as they exist or as they are subsequently revised, amended or superseded. The DEPARTMENT further agrees to require the local Governmental Agency to notify the COMPANY and obtain the COMPANY'S approval prior to performing maintenance work within six (6) feet of the primary conductors while the COMPANY agrees to provide direction and assistance to the same local Governmental Agency in making the work area safe when the COMPANY finds it necessary and advisable.

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12. On projects transferred to a County for future maintenance responsibility, the DEPART-MENT agrees to obtain or require the county to obtain an Owners And Contractors Protective Liability Policy naming the COMPANY as the name insured in the amount of \$1,000,000. Said policy shall be endorsed to be primary to any other insurance carried by the COMPANY. Copies of the policy shall be

provided upon request to the COMPANY and will be subject to approval of the COMPANY.

13. On projects transferred to a Municipality for future maintenance responsibility, the DEPARTMENT agrees to include the following indemnification requirements in all contracts with Municipalities who perform construction or maintenance work as described in this agreement:

"The (Municipality), hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT and joint pole owners from all claims, demands, liabilities and suits for bodily injuries or death to persons or damage to property resulting in connection with the performance of the described work by (Municipality), its its subcontractors, agents or employees.

This indemnification shall not exceed the sum of \$1,000,000 for bodily injury or death of persons for any one occurrence or \$300,000 for property damage for any one occurrence.

The DEPARTMENT likewise agrees to include the above indemnification in all contracts with contractors who perform construction or maintenance work in the same manner as with municipalities.

- 14. It is mutually agreed that the COMPANY'S plans, maps or sketches showing any such facility or utility to be adjusted, changed or relocated on any individual "Relocation Work" project are, when approved by the DEPARTMENT, made a part hereof by reference. The DEPARTMENT agrees to furnish the COMPANY with all necessary highway construction plans that are required by the COMPANY to facilitate the COMPANY'S "Relocation Work."
- 15. The DEPARTMENT further agrees to require its contractor to furnish liability insurance, including Broad Form Contractural Coverage, for the protection of the COMPANY from all claims, actions, damages and expenses of litigation resulting in connection with the performance of the described work under this agreement and providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of one person or any one occurrence, and regular Protective Property Damage Liability Insurance providing for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property. This insurance shall be maintained in effect during the term of the contract. However, should the insurance be terminated, altered or reduced, 30 days notice shall be given the DEPARTMENT and COMPANY. No work may be performed in the absence of said insurance.
- 16. The COMPANY hereby agrees to install or attach the necessary parts of its facilities along said Road in accordance with the provisions set forth in DEPARTMENT Procedure 132-046 "Reimbursement for Utility and Railroad Relocation," dated October 1, 1973, and any supplements

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or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work with its own forces or by a contractor paid under contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT.

17. Upon completion of the work on each project the COMPANY shall, at the earliest date practicable, and in no event later than one hundred eighty (180) days following the date of completion of the "Relocation Work" by the COMPANY, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work on each project performed hereunder, such statement to follow as closely as possible, the order of the items contained in the COMPANY'S estimate as approved by the DEPARTMENT. Upon the COMPANY'S failure to submit proper billing within the 180 day period, the DEPARTMENT may, at its discretion, audit the COMPANY'S records and thereby determine the reimbursable amount. The COMPANY hereby waives any right of appeal or protest of such amount as determined by audit. The total for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs, and other services on each project shall be shown in such a manner as will permit ready comparison with the approved plan and estimates. Materials shall be itemized where they represent major components or costs in the relocation, following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bill in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of each project; the date on which the first work was performed, or, if preliminary engineering right of way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred, and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S record, accounts, and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices prepared in accordance with the provisions of the DEPARTMENT Procedure No. 132-046, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor. The DEPARTMENT shall retain ten percent from any progress payments.

- 18. It is understood and agreed that either party hereto may at any time and whether with or without cause terminate joint usage for any pole or poles by mailing to the other a written notice of its intent to do so. The party desiring termination may then remove its attachments and facilities from said joint use pole or poles defined in the notice of termination. The title to and maintenance responsibility for said pole or poles and accessory attachments such as guy wires, anchors and pole foundations shall revert to the party retaining use of said pole or poles.
- 19. The COMPANY covenants to indemnify, defend, save harmless and exonerate the DEPARTMENT of and from all liability, claims, and demands arising out of the work undertaken by

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the COMPANY pursuant to this agreement, due to the negligent actions, delays, or omissions done or committed by the COMPANY, its subcontractors, employees, agents or representatives. It is specifically understood and agreed that this indemnification agreement does not cover nor indemnify the DEPARTMENT for its own negligence or breach of this contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

State of Florida Department of Transportation

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1 of 2

called the COMPANY.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY ELECTRIC SERVICE AND ENERGY AGREEMENT

No.:

| COUNTY | acciion | OTILITY JOB NO. | BIATE ROAD NO. | COUNTY NAME | PARCEL & R/W JOB NO |
|---------------|--------------|------------------------|----------------|--------------|---------------------------------------|
| | | | | | |
| | J | | . | <u> </u> | |
| | | | | | |
| THIS | AGREEME | NT, made and entere | d into this d | lay of | , 197, |
| | | NT, and | | JF TRANSPORT | 'ATION, hereinafter |
| | | d and existing under | | | · · · · · · · · · · · · · · · · · · · |
| with its prin | ncipal place | of business in the Cit | ty of | | |
| Constant | | | Chilin | | 1 |

WITNESSETH:

| | WHERE | EAS, the F | DEPARTI | MENT is o | onstru | cting | , recons | truct | ting or o | otherv | wise | changing | a porti | on of |
|-----|----------|------------|----------|-------------|--------|-------|----------|-------|-----------|-------------|------|------------|---------|-------|
| lhe | State | Highway | System | designate | d by | the | DEPAR | TMF | INT as | Job | No. | | | Road |
| No | ٠ | | between | | | | _and | | | | | | which | shall |
| cal | i for th | ne furnish | ing of E | lectrical S | ervice | and | Energy | to I | DEPAR' | IMEN | T'S | facilities | along, | over |
| ŧΠ | d/or un | der said l | ngliway, | | | | • | | | | | | | |

AND WHEREAS, the plans for the said DEPARTMENT'S facilities, further described as _

have been reviewed by the DEPARTMENT and the COMPANY, said described facilities to hereinafter be designated as "Traffic Operations Devices,"

AND WHEREAS, the DEPARTMENT and the COMPANY have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into an Electric Service and Energy Agreement providing for such service,

NOW, THEREFORE, in consideration of the mutual undertaking as herein set forth, the parties hereto agree as follows:

- The COMPANY hereby agrees, insofar as reasonable diligence will enable it to do so, to furnish Electric Energy and Services to the DEPARTMENT for its "Traffic Operations Devices" in accordance with the terms and provisions hereof.
- 2. The COMPANY agrees that the equipment of the "Traffic Operations Devices" shall remain the property of the DEPARTMENT, and it is hereby understood and agreed that the COMPANY shall not, under any condition, remove the equipment which is the subject matter of this Agreement for any reason without permission and written consent of the DEPARTMENT.
- The DEPARTMENT hereby agrees to purchase from the COMPANY all electric energy and services necessary for the operation of the "Traffic Operations Devices" and to pay for all the energy and services furnished by the COMPANY at any business office or pay station of the COMPANY, in accordance with the schedules attached hereto, made a part hereof and marked Rate Schedule Number

^{4.} The DEPARTMENT further agrees to construct, renew, repair and maintain the underground cable or overhead conductors connecting its "Traffic Operations Devices" so that at all times said Devices shall be in a safe condition and, in the event it shall become necessary to reinforce or rebuild said Devices in order that it may be properly served in accordance with good electrical practice, to so reinforce and rebuild said Devices and to protect and save the COMPANY harmless from any and all loss, cost, damage or expense that may be caused to the COMPANY by reason of the failure on the

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DEPARTMENT to properly construct, renew, repair and/or maintain said Devices in accordance with the provisions hereof.

- 5. Should the DEPARTMENT fail at any time or from time to time to pay for the electric energy and services furnished hereunder or otherwise fail to perform any of the terms and conditions of this Agreement, the COMPANY, at its option, may refuse to make any additional installations and/or cease to supply electric energy and services to the DEPARTMENT hereunder until the DEPARTMENT has made such payments or otherwise fully complied with all the terms and conditions of the Agreement, it being understood and agreed, however, that such refusal to make additional installations and/or discontinuance of the supplying of electric energy and service shall not be a breach of this Agreement by the COMPANY nor shall cancel any of the terms and conditions of this Agreement.
- 7. The Company hereby agrees to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the Company, its agents or employees, or due to any act or occurrence of omission or commission of the Company, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Department for its own negligence or breach of contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

| STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | |
|---|--------|
| BY: | (SEAL) |
| BY:President ATTEST:Secretary | (SEAL) |
| Approved as to Form, Legality and Execution STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY: Assistant Attorney | |

No.:

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| FORM | 7 | 22- | 04 |
|-------|---|-----|----|
| 11-79 | | | |
| PAGE | ١ | oF | ŧ |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS UTILITY/RAILROAD CHANGE ORDER NO.

| COUNTY | SECTION | UTILITY JOB NO. | STATE ROAD NO. | COUNT | YNAME | PARCEL & R/W JOB | NO. FAP NO. | | | |
|------------|--|---|-----------------------|--|---------------|------------------------------|--|--|--|--|
| | | | | | | | | | | |
| | | | AC1 | ENCY | | | | | | |
| | | | | | | | | | | |
| | | gency is hereby author Railroad Agreement, a | | | | | ecifications to the subject | | | |
| | | ms of work covered by Supplemental Agreeme | | re referenced | l to an Agree | ment of record dat | ed, | | | |
| | a | lity/Raifroad Relocation ATTACHED. INCLUDED IN | | | | tility adjustment p | lans as: | | | |
| | Rule Cl | napter 14-46 as: NONREIMBURSAB (1) (2) | RSABLE - Section .0 | 01 (4) (a) & . 01 (4) (b) & . od | 02 (2) (b). | ith the provisions s | et forth in Administrative | | | |
| . F | ESTIMATED COST OF WORK DUE TO THIS CHANGE: | | | | | | | | | |
| _ <u> </u> | TEM NO. | ITEM | UNIT | UNIT PRICE | | MINATED () | ADDITIONAL WORK (*) QUANTITY AMOUNT | | | |
| | | | | | | | | | | |
| | | | | | | 5 | \$ | | | |
| | | onstruction changes, the ruction changes, previo | | | | \$ | \$ \$ | | | |
| | Net Total Cos | t Construction change | | | | | | | | |
| | Contract Ame Estimated Co | st of Work Authorized | to date | | | | | | | |
| | | Exam | ined as to provisions | and particip | uting items | of cost: | | | | |
| ecomme | ended: | Date | Approved: | Da | te | Approved: _ | Date | | | |
| | | | | | | | | | | |
| tility/R | ailroad Coord | linator | District Utility Er | ngineer | | Division Adr Federal High | ninistrator way Administration | | | |

Page 1 of 1

No.: 931

FORM \$81-68

STATE OF PLOHIDA CEPARTMENT OF FRANSPORTATION

UTILITY PERMIT

(In compliance with Chapter 338, Florida Statutes)

| DATE. | | PERMI | IT NUMBER |
|------------------|--|--|--|
| SUBJEC | CT: Section | State Road | County |
| PERMI | ITTEE: | | |
| ADDRE | | | Telephone Number |
| Request | sting permission from the State of Florida | | er called the Department, to construct, operate and |
| maintai | in | | |
| | | | |
| from M | MP/Station | to MP/Station _ | |
| 1. | Proposed work is within corporate limits | s of a municipality. Yes () | No () |
| 2. | ground and the accurate locations are sh | is application he has ascertained the location on the sketches. to the follow | ion of all existing utilities, both rerial and under- ving utilities/municipalities, |
| | | | |
| 3. | Interstate right of-way is involved. | /es () No () | |
| 4. | It is expressly stipulated that this permit | t is a license for permissive use only and th | nat the placing of facilities upon public property |
| 5. | Whenever it is determined by the Depart efficient operation, alteration, or relocal modification, or safe and efficient opera | tion of all, or any portion of such highway trion and maintenance of any public trans y or reset or relocated thereon as required | ition repair, improvement, maintenance, safe and y, or that it is necessary for the construction, portation facility, any and all facilities shall be by the Department, all at the expense of the |
| 8. | All work shall meet Department standar | ds and be performed under the supervision | |
| 7. | | ted at Florida, T iject to inspection by the Maintenance or | |
| 8. | All Department property shall be restore in a manner satisfactory to the Departm | | cal, in keeping with Department specifications, and |
| 9. 10. 11. | All installations shall conform to the De A sketch covering details of this installat The permittee shall commence actual completed within | partment's Utility Accommodation Guide tion shall be made a part of this permit, enstruction in good faith within ——day inning date is more than 60 days from dat | e in effect the date cermit is approved. Is from the day of said permit approvel and shall be te of permit approval, then permittee must review the rred in the highway that would affect the permitted |
| 12. 13. | construction. The construction and maintenance of su Special conditions: | | perty and rights of a prior permittee. |
| | | | |
| 14. | Special instructions: | | |
| 15. | interest in the land to be entered upon a defend, and save harmless the State of F | and used by the holder, and the holder wil | d only to the extent of the State's right, title and II, at all times, assume all risk of and indemnify, not any and all loss, damage, cost or expense arising |
| 16. | During construction, all safety regulation and display of safety devices, that may be the Department's Manual on Traffic Co. | ns of the Department shall be observed at ne necessary in order to safely conduct th | nd the holder must take measure, including placing ne public through the project area in accordance with ighway Construction, Maintenance and Utility |
| 17. | Operations. The office of the Engineer designated in | paragraph six (G) shall be notified twenty | y-four (24) hours prior to starting work and again |
| 18. | immediately upon completion of work, In case of non compliance with the Dep the facility will have to be brought into | artment's requirements in effect as of the compliance or removed from the R/W at (| approved date of this permit, this permit is void and no cost to the Department. |
| Submit | tted by: | PI | ace Corporate Seal |
| | Permittee | | |
| | Signature and Title | | |
| Yes (| • • | | Artested ransportation, Tallahassee, Florida. |
| | ray Construction is proposed or underway, ad Installation is in accordance with the D | | No () |
| Recomm | mended for approval | Title | Date |
| Annrow | | | |

State of Florida Department of Transportation

No.:

932

Page 1 of 1



Department of Transportation

Haydon Burns Building, 605 Suwannee Street, Tallahassee, Florida 32304, Telephone (\$94) 488-8541

WILLIAM N. ROSE, SECRETARY

Division of Road Operations

(STC)

Utility Companies Railroad Companies Municipalities Florida Utilities Coordinating Committee District Liaison Committee Chairmen

Gentlemen:

Utility Adjustments - Notice to Relocate State Statutes Chapter 338.19

It is our desire to promote a high degree of liaison between our respective agencies and to coordinate to the fullest extent the planning and adjustment of utility facilities involved with the construction of our Roadway Program. We are therefore enclosing a copy of the Department's "Notice to Contractors" listing of the projects scheduled for the next letting. Your Agency will be concerned with one or more projects appearing on this notice and we hope this list will be helpful in scheduling your work assignments. We trust that all necessary action to expedite adjustment of your facilities has been initiated in agreement with our previous "Relocation Notice" and governing State Statutes.

Under normal conditions you may expect construction to begin within 40 to 60 days following this advertisement. Your Agency will be notified, prior to construction, for a joint conference with representatives of the Contractor and the Department to discuss the necessary steps for the orderly adjustment of involved utilities.

Sincerely yours,

(STC)
District Utility Coordinator

(STC):vk

Enclosure

cc: Mr. E. M. Salley, State Utility Engineer, w/copy mailing list

S-1(D) Rev. 4-19-79

State of Florida Department of Transportation

933

Page 1 of 1



Department of Transportation Haydon Burna Building, 605 Suwannee Street, Tallahassee, Florida 32304, Telephone (804) 466-8541

WILLIAM N. ROSE, SECRETARY

Division of Road Operations

| Dear | Sir: | |
|--------------|--|--|
| | Section County | , State Road , Parcel (R/W) |
| ment We c | To follow our previous 's "Notice to Contractors" l an now tell you that this jo | transmittal to your office of the Depart- isting which included the above project, b was awarded to |
| | | on |
| | r normal circumstances, you o 30 days. | can expect construction to begin within |
| Depa | for a joint conference with | tified prior to the beginning of construc- representatives of the firm named and the ary steps for the orderly adjustment of |
| | | Sincerely yours, |
| | | (STC) District Utility Coordinator |
| (STC |)/vmk | |
| cc: | Mr. E. M. Salley, State Uti | lity Engineer |

S-2(D) Rev. 4-20-79

No.: 934

Relocate 300' of 6" gas main on SR-400

Page I of 1

8-11-80

DATE: .

FORM 712-76 7-77 PAGE 1 OF 1

AUDIT REFERENCE:

SUBMITTED FOR THE AGENCY BY: __

Project Description and Site:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF ROAD OPERATIONS

UTILITY/RAILROAD BILLING SUMMARY

| COUNTY | SECTION | UTILITY JOB NO. | STATE ROAD NO. | COUNTY NAME | PARCEL & R/W JOB NO. | FAP NO. | | | | |
|--------|----------------------------|-----------------|----------------|--------------|----------------------|-------------|--|--|--|--|
| 10 | 320 | 6412 | 400 | Hillsborough | 1 N/A | 1-4-1(30)20 | | | | |
| | AGENCY | | | | | | | | | |
| | BLUE FLAME GAS CORPORATION | | | | | | | | | |

| BILLING SUMMARY: [No: | t Required for Lump Sum A | greements] | |
|--|---|--|-------|
| Item(s) Preliminary Engineering | Job or Work Order No. (3412) \$ 1,320.10 | Job or Work Order No. () | Total |
| R/W (Acquisition Only) Construction Engineering Construction Labor | N/A N/A 8,203,50 | | |
| Materials & Supplies Materials Handling Charges Transportation & Equipment | 4.868.40 N/A N/A | | |
| Contract Construction Watchman/Flagging (RR) Miscellaneous Expense | N/A N/A N/A | | |
| General Overhead Costs (N/A %) | 1.570.00 | ************************************** | |
| GROSS RELOCATION COSTS: | \$ 15,962.00 | | |
| Credits: | | | |
| Salvage (-) | (N/A | |) |
| NET RELOCATION COSTS: | \$ 15,962.00 | | |
| Agency Contribution [Net (-) R/W (x) | (-) | | |
| 43.770 % p | on] (6,986.57 | | , |

E. Z. Math

Director of Accounting

No.: 935

Page 1 of 2

| Form \$61- | 10 | | | | | | | | | |
|------------|---|--|--|---|--|--|--|--|--|--|
| | | | MFMO | RANDUM | | | | | | |
| DATE | | | x.221.20. | | | | | | | |
| | | Coordinator | ** | partment of Transportation (Signature & Date | | | | | | |
| T O | (2) State Utility Er | gineer | | (Signature & Date | | | | | | |
| | (2) State Utility Er (3) Comptroller, Att | ention Utilities Au | ditor | - | | | | | | |
| FROM | | . (STC-1)Projec | t Engineer(STC-9)Turnpil | ke Engineer(STC) | | | | | | |
| COPIES TO | | | | - | | | | | | |
| SUBJECT | (5TC <u>)</u> | -2)UTILITY RELOCATI -3)UTILITY JOINT PR | ON WORK BILLING OJECT WORK BILLING | | | | | | | |
| | Section: (STC) State Road: (STC) Agreement Date: (STC) Invoice No.: (STC) Invoice Amount: \$(STC) | | | | | | | | | |
| | A. Company was auti | norized to begin wor | k on | • | | | | | | |
| | B. We (were) (were not) notified of Company's intent to begin work prior to commencing field activities. | | | | | | | | | |
| | C. We (have) (have not) supervised the Company's work. | | | | | | | | | |
| | D. Work actually be | egan | and was completed_ | • | | | | | | |
| | E. Work | agr | las accomplished according eements and any subseque eement or authorized ch | ent supplemental | | | | | | |
| | | the ord all tog cha str | las not accomplished accomplished accomplished accomplished or one ler. (List below or one major unauthorized over ther with a statement unges were necessitated pany option.) | authorized change attached sheet rruns/underruns that either such by highway con- | | | | | | |
| | F. Remarks: (STC) | reliminary Engineer | ring was authorized on (| SIC), 19/(SIC).(SIC) | | | | | | |
| | (STC-7) F-521- | -04 (Miscellaneous I | nvoice Transmittal) action Notice to Work) | | | | | | | |
| | UTILITIES - POST ST | EP 13 TO DISTRICT - | 14 TO FISCAL | F-3-U Rev. 3-29-79 # 782-632 | | | | | | |

PROCEDURES

State of Florida Department of Transportation

No.: 935

2

FORM 133-94 3-70

MISCELLANEOUS INVOICE TRANSMITTAL

STAPLE INVOICES BELOW THIS LINE

INSTRUCTIONS

- THIS FORM IS TO BE COMPLETED AND SUBMITTED IN DUPLICATE. THE ORIGINAL INVOICE (S) ARE TO BE STAPLED TO THE FRONT OF THE ORIGINAL COPY OF THE FORM AND THE DUPLICATE INVOICE (S) STAPLED TO THE BACK OF THE DUPLICATE COPY OF THE FORM. THE TWO SETS ARE THEN ATTACHED TOGETHER WITH A PAPER CLIP. ALL DOCUMENTS ARE STAPLED AND ATTACHED FACE UP.
- THIS FORM IS TO BE USED FOR ONLY ONE VENDOR. EACH INVOICE MUST BE LISTED IN THE COST DISTRIBUTION AREA BELOW AND IDENTIFIED BY THE LAST SIX DIGITS OF THE INVOICE NUMBER IN THE DOCUMENT REFERENCE COLUMN (A BALL-POINT PEN OR TYPEWRITER IS USED TO ENSURE A LEGIBLE DUPLICATE COPY). WHEN A DOCTOR'S BILL FOR A PHYSICAL EXAMINATION OR A WORKMAN'S COMPENSATION CLAIM IS SUBMITTED FOR PAYMENT, THE FIRST SIX LETTERS OF THE PATIENT'S LAST NAME ARE TO BE PRINTED IN THE DOCUMENT REFERENCE COLUMN.
- ONLY INVOICES FOR SERVICES ARE TO BE SUBMITTED FOR PAYMENT ON THIS FORM. SERVICES INCLUDE: RENTAL CHARGES, SERVICE CALLS, FREIGHT BILLS, EXPRESS AND BUS FREIGHT BILLS, DEMURRAGE CHARGES, PROFESSIONAL SERVICES (DOCTORS, ATTORNEYS, ENGINEERS, CONSULTANTS, ETC.), WORK OR SERVICES PERFORMED UNDER CONTRACT AGREEMENT, SERVICES RENDERED BY COUNTY OR STATE OFFICIALS, ETC.
- IF INVOICE CHARGES ARE TO BE DISTRIBUTED TO TWO OR MORE COST DISTRIBUTIONS, VERIFY THAT THE DISTRIBUTED AMOUNTS EQUAL THE INVOICE TOTAL.
- This form must be signed as "approved for payment" by a district engineer/division head or other responsible person designated by him. A list of those designated to sign is submitted to the fiscal office annually and as changes occur.

| | | | | | | | | | co | ST DI | STRIBUTỊO | N | | ľ | V | + 8 digits | |
|-------------------|-------------------|---|----|---|------------|-------|---|------|-------|----------------|---------------------------------|--------|----|-----|-----|-----------------------|----|
| ODUNTY SECTION | JOB OR DOT NO. | L | ST | | CC BILL | CON1. | | + | овжет | COST CENTER | NHFA TAG NO. | AMOUNT | L | DAY | | DOCUMENT REFERENCE | ľ |
| XXXXX | XXXX | Х | χ | Х | | 4361 | X | 126 | 582 | Х4б | (UTILITY | \$ | Х | Х | X | (INVOICE #) | |
| XXXXX | XXXX | х | Х | Х | | 4361 | x | 127 | 582 | X46 | , • | 1 . | Х | X | X | (INVOICE #) | |
| XX000 | | χ | х | х | | 4371 | х | 577 | 295 | XXX | (RR X-ING MAINT.) | \$ | х | x | x | (INVOICE #) | |
| XX000 | | х | Х | Х | | 4371 | Х | 578 | 295 | XXX | (RR SIG. MAINT.) (RR SIG. | \$ | Х | X | χ | (INVOICE #) | |
| 9900X | 19XX | 9 | 1 | 0 | | 4361 | Х | 118 | 582 | XXX | P.E.) | \$ | Х | Х | x | (INVOICE #) | 11 |
| (State Job N | 0) | | | | | | | (127 | | | | | | | | | |
| | | | | | | | | | | 7 | TOTAL | | Ut | ili | tie | es-Approach Nu | mb |

| | | | |
|-------------------------|-------------|--------------------|----|
| SUBMITTED BY | DATE | | |
| APPROVED FOR PAYMENT BY | | AUDITOR'S INITIALS | |
| | | F-4 | |
| | | Rev. 3-20-7 | 78 |

No.: 936

Page 1 of 1

PROCEDURES

State of Florida Department of Transportation

SUBJECT: Fiscal Preaudit

No.: 132-046 Page of of Effective: October, 1973 Stribution:

REIMBURSEMENT FOR RAILROAD AND UTILITY WORK Approved:

PURPOSE:

To establish procedures governing the reimbursement of Railroad and Utility Companies for relocations, installations and/or modifications required by authority of the Florida Department of Transportation.

AUTHORITY:

337.401-403

- 1. Florida Statute 338.19(1) and Administrative Rule 14-46.01(4) as implemented by this Procedure governs reimbursement for installing, relocating, adjusting or removing utility facilities involved with authorized Department projects.
- 2. Florida Statute 338.21(1) and Administrative Rule 14-46.02(2)(3) as implemented by this Procedure governs reimbursement for installing, relocating, adjusting or removing railroad facilities involved with authorized Department projects.

PROCEDURE:

- Utilities will be reimbursed for relocating or adjusting their facilities wherever required by Federal Aid Interstate projects.
- Utilities will be reimbursed for relocating or adjusting their facilities on projects other than Interstate whenever they are located on property in which they hold a compensable interest.
- Utilities will not be reimbursed for relocating or adjusting their facilities on projects other than Interstate whenever they are located on public rights of way or other areas dedicated for public use.
- 4. The method of determining Department responsibility for Utility Work will be in accordance with the U. S. Department of Transportation Federal Highway Administration Federal-Aid Highway Program Manual Volume 1, Chapter 4, Section 4, with the understanding that there is no conflict between State regulations and the Federal-Aid Highway Program Manual in that the more restrictive of the applicable regulations will govern.
- 5. Railroads will be reimbursed for installing or relocating their facilities in accordance with the U. S. Department of Transportation Federal Highway Administration Federal-Aid Highway-Program Manual Volume 1, Chapter 4, Section 4, with the understanding that there is no conflict between State regulations and the Federal-Aid Highway Program Manual in that the more restrictive of the applicable regulations will govern.
- 5. The Procedures are herein incorporated with the understanding that the term "U. S. Department of Transportation Federal Highway Administration" shall be read as the "State of Florida Department of Transportation" when Federal Funds are not involved in the Railroad and Utility work.

BJECT:

PROCEDURES

State of Florida Department of Transportation

No.: 937 Effective:

Page 1 of 2 Distribution:

Approved:

RECOMMENDED PUBLICATIONS TO AID IN REVIEW OF UTILITY ADJUSTMENTS

Standard Specifications for Road & Bridge Construction - Department of Transportation

Construction Manual - Department of Transportation

Maintenance Manual - Department of Transportation

Utility Accommodation Guide - Department of Transportation

Right of Way Manual - Department of Transportation

Roadway Design Manual - Department of Transportation

Utility and Railroad Audit Programs - Department of Transportation

Chart of Accounts, Rev. 7-1-63 - Department of Transportation

An Informational Guide on Project Procedures - American Association of State Highway Officials (11-26-60)

Liaison Program of American Right of Way Association - 1964 Edition

Liaison at work 1962 - National Liaison Committee AR/WA

Liaison - Bell System Report - 1963 Edition

Analysis of Highway - Public Utility Liaison Practices - Special Report 77, Highway Research Board

Relocation of Public Utilities 1956-1966 - Special Report 91 - Highway Research Board Florida Industrial Commission Reports:

State Electrical Safety Code - 1961

Regulation Concerning Guarding During Construction and Demolition, 1966

Regulation for Excavation and Trenching, 1965

Regulation for Use of Cranes, Draglines and Similar Equipment Near Power Lines, 1971

Regulations for Grounding Portable Electric Equipment, 1971

Associated Equipment Distributors - Compilation of Rental Rates for Construction Equipment - 30 East Cedar Street, Chicago 11, Illinois (Published Annually)

Depreciation Guidelines and Rules - U. S. Department of Treasury - Internal Revenue Service - IRS Publication 456

Gas Transmission & Distribution Piping Systems - (American Standard Code for Pressure Piping ASA B31.8-1968)

Guide to Good Practice for Highway - Pipeline Crossings (American Society Civil Engineers Highway Journal No. 3763)

National Society of Professional Engineers - Published by Florida Engineering Society, Manual of Professional Practice - General Engineering Service.

Journal - Florida Engineering Society (Yearbook Edition)

Highway Research Board Special Report 75 - Benefits to Utilities from Highway Locations

Transportation Research Record 571 - Utility Facilities in Transportation Corridors

Transportation Research Record 483 - Accommodating Utilities in Transportation Rights-of-Way

A Guide for Accommodating Utilities on Highway Rights-of-Way - AASHO

A Policy on Accommodation of Utilities on Freeway Rights-of-Way - AASHO

fo.: 937

Plorida's Geometric Design Guide for Resurfacing, Restoration and Rehabilitation

Manual of Uniform Minimum Standards for Design, Construction and Maintenance - DOT Highway Design and Operational Practices Related to Highway Safety,

American Association of State Highway Officials (2-67 & 6-74)

Private Practice of Civil Engineering - American Society of Civil Engineers

Federal Communications Commission - Part 31 - Uniform System of Accounts for Class A and B Telephone Companies.

Federal Communications Commission - Part 35 - Uniform System of Accounts for Wire-Telegraph and Ocean Cable Carriers.

Federal Power Commission - Uniform System of Accounts - Public Utilities and Licensees.

Federal Power Commission - Uniform System of Accounts - Natural Gas Companies.

National Association of Railroad and Utilities Commissioners - Uniform System of Accounts:

Class A and B Gas Utilities

Class A and B Electric Utilities

Class A and B Water Utilities

Class C Water Utilities

Class D Water Utilities

- U. S. Department of Agriculture Rural Electrification Administration Suggested Work Order Procedure for REA Financed Rural Electric Cooperatives REA Bulletin 184-2(9-73)
- U. S. Department of Agriculture Rural Electrification Administration Description of Units, Specifications, and Drawings for 7.2&12.5 KV Line Construction REA Form 804(8-62)
- U. S. Department of Agriculture Rural Electrification Administration Standard List of Retirement Units REA Bulletin 181.2(5-68)
- U. S. Department of Agriculture Rural Electrification Administration Telephone System Construction Contractor (Labor and Materials) REA Form 511 (8-70).
- U. S. Department of Agriculture Rural Electrification Administration Uniform System of Accounts - REA Bulletin 181-1(2-72)

Rural Electrification Bulletin 463-1 (4-67)

Interstate Commerce Commission - Uniform System of Accounts for Pipelines.

Interstate Commerce Commission - Uniform System of Accounts for Power Distribution.

State of the Art - Accommodation of Utility Plant within the Rights of Way of Urban Streets and Highways - Federal Highway Administration July 1974

Manual of Improved Practice - Accommodation of Utility Plant Within the Rights of Way of Urban Streets and Highways - Federal Highway Administration July 1974

Manual of Improved Practice - Accommodation of Utility Plant within the Rights of Way of Urban Streets and Highway - APWA & ASCE (Manual No. 14) July 1974

Transportation Research Board Synthesis 34 - Policies for Accommodation of Utilities

Proceedings, Conference or Engineering Utility Tunnels in Urban Areas APWA Special Report No. 41 August 1971

Payments to Public Utilities for Relocation of Facilities in Highway Rights-of-Way Research Results Digest Number 116 February 1980

No.: 938

Effective: 1 Jan. 1980

Page 1 of 6 Distribution:

Approved:

SUBJECT:

INDEX - FEDERAL HIGHWAY ADMINISTRATION RAILROAD PUBLICATIONS

FEDERAL HIGHWAY ADMINISTRATION PUBLICATIONS

Administrative Memorandums

| Number | Date | Subject | [Cross Index to FAHPM Dire | ectives] | | | |
|--------------------|------------------|---|----------------------------------|---------------|--|--|--|
| AM 1-10.2 | | Delegations of Authority (Program) - Paragraph 17 | | | | | |
| | 10-2 9-69 | Pages 1, 2, 5 at | | | | | |
| | 5-4-70 | Pages 3 and 4 | | | | | |
| | | - | | | | | |
| Policy and Procedu | are Memorandums | | | | | | |
| PPM 20-1 | 1-19-67 | Program and Project | t Procedures (Type Codes) | [6-3-1] | | | |
| PPM 20-5 | 5-2-61 | Secondary Road Pla | ın | [6-3-2] | | | |
| | 10-18-63 | Amendment 2 | | | | | |
| | 8-15-72 | Pages 1 thru 5, | Attachments I thru 6 | | | | |
| | 3-30-73 | - | | | | | |
| PPM 20-6.1 | | Inspection of Const | ruction Projects (Exclusive of S | Sampling and | | | |
| | | Testing) | | [6-4-2] | | | |
| | 1-6-69 | Pages 1, 2, and | 7 thru 12 | | | | |
| | 6-13-68 | Pages 3 thru 6, | and 13 thru 16 | | | | |
| | 1-9-69 | | | | | | |
| | 2-3-71 | Pages 1 thru 16 | 5 | | | | |
| PPM 20-6.2 | 11-6-68 | Inspection of Const | ruction Projects (Sampling & T | esting) | | | |
| | 4-4-72 | Pages 1 thru 8, | Attachment 1 | [6-4-2] | | | |
| PPM 20-8 | 1-14-69 | Public Hearings and | Location Approval - Paragraph | 4e [7-7-5] | | | |
| PPM 20-11.1 | 10-10-58 | Construction Planni | ng (Right-of-Way) Clearance ar | nd Adjustment | | | |
| | | of Utilities and Rail | roads) | [6-6-1] | | | |
| PPM 20-12 | 3-5-59 | Railroad/Highway I | nsurance Required of Contract | ors [6-1-3] | | | |
| | 6-30-67 | | | | | | |
| PPM 21-1 | 4-15-58 | Federal-Aid Progran | ns | [6-3-2] | | | |
| | 7-17-59 | Amendment 1 | | | | | |
| | 10-12-59 | Amendment 2 | | | | | |
| | 8-12-60 | Amendment 3 | | | | | |
| | 2-2-62 | Amendment 5 | | | | | |
| | 10-31-62 | Amendment 7 | | | | | |
| | 4-22-63 | Amendment 8 | | | | | |
| | 6-13-67 | Amendment 9 | | | | | |
| PPM 21-3 | | Preliminary Enginee | ring - Paragraph 4a | [6-1-2] | | | |
| | 11-22-68 | Pages 1 and 2 | | | | | |
| | 10-3-62 | Page 3 | | | | | |

PROCEDURES State of Florida Department of Transportation No.: 938 Page 2

| Number | Date | Subject | [Cross Index To FAHPM Dire | ectives] |
|------------|--------------------|-------------------------------------|---------------------------------|---------------------------|
| PPM 21-5 | 1-7-69 | Program and Projec Estimates) | t Procedures (Plans, Specificat | ions and [6-3-3] |
| | 10-30-72 | | | |
| PPM 21-6.2 | 9-22-66 | Contract and Force Account Work | Account (Justification Requi | red for Force [6-4-1] |
| | 1-18-73 | Pages 1 and 2 | | |
| PPM 21-6.3 | 6-28-68 | Contract and Force 10e(2) and 21 | Account (General Procedures | - Paragraphs [6-4-1-6] |
| | 8-27-71 | | | |
| | 10-3-72 | Pages 1 thru 1- | 4, Attachment 1 | |
| | | Pages 1 thru 4 | . Attachment 2. Page 2 | |
| PPM 21-10 | 10-3-58 | Elimination of Rail | way Highway Crossings | [6-3-2] |
| | 12-1-59 | | | |
| | 5-20-60 | | | |
| | 7-21-60 | | | |
| | 12-23-60 | | | |
| | 1-16-61 | | | |
| PPM 21-12 | 8-26-65 | Construction Author | orization | [6-4-2] |
| | 4-13-72 | | | |
| | 6-14-72 | | | |
| PPM 21-19 | 1-18-73 1-17-69 | Pages 1 thru 3 Joint Development | of Highway Corridors and Mul | • |
| (Interim) | | Roadway Prop | | [7-7-8] |
| PPM 30-2.3 | 8-1-69 | Federal-Aid Projects | s (State Audit Expense - Contr | act Costs) |
| | 10-14-71 | | | [1-4-2] |
| | 7-20-73 | | | |
| PPM 30-3 | 10-15-66 | Reimbursement for | Railroad Work | [1-4-3] |
| | 10-21-66 | | | |
| | 10-26-71 | | | |
| | 12-17-73 | | | |
| PPM 30-4 | 2-14-69 | • | Adjustments & Reimbursemer | |
| | 6-29-73 | = | 7, Attachment 1, Page 1, | [1-4-4] |
| | | Appendix A-1, | | |
| PPM 30-4.1 | 10-1-69 | Accommodation of | Utilities | [6-6-3-2] |
| | 11-29-72 | | | |
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Remarks by Mr. J. E. Kirk, Chief, Railroads and Utilities Branch; Federal Highway Administration, Washington, D. C., at the Florida Chapter No. 26, American Right of Way Association Educational Seminar, Orlando, Florida, April 5 and 6, 1973.