

Topic 710-030-001
Office: Utilities
3/10/2021

Utility
Procedures
Manual



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Utility Certification

Change Order

SECTION 1

INTRODUCTION

1.1 Purpose

The purpose of the Utilities Procedures Manual (**UPM**) is to establish uniform procedures to comply with laws and rules regarding utility installation, accommodation, relocation, and adjustments.

1.2 Authority

Section 20.23(3)(a), Florida Statutes
Section 334.048(3), Florida Statutes

1.3 Scope

This manual applies to Department personnel dealing with Utility Agency/Owners (UAOs). This manual discusses the responsibilities of the Chief Engineer, Office of Comptroller, State Utilities Office, the District Utility Office (DUO), and the Local Permitting Offices (LPOs). These offices and positions may delegate their responsibilities to staff and/or consultants to the extent they have authority to do so. Districts may also assign these responsibilities to other staff and/or consultants. The responsibilities in the **UPM** do not apply to Design-Build firms. Design-Build Firms follow the utility coordination requirements of the Design-Build project RFP and Design-Build contract.

1.4 Terms and Acronyms

The following terms and acronyms apply only as used in this manual:

DUO	District Utilities Office
EOR	Engineer of Record
F.A.C.	Florida Administrative Code
F.S.	Florida Statute
LFA	Local Funds Agreement
LFD	Local Funds Default
LFU	Local Funds Unforeseen
LPO	Local Permit Office
PSEE	Project Suite Enterprise Edition
RFP	Request For Proposal
STTF	State Transportation Trust Fund
SUO	State Utilities Office
UAO	Utility Agency/Owner
Utility	A utility facility and its appurtenances

Utility work	Actions required to design, expose, install, remove, replace, de-energize, protect, place out-of-service, relocate, or adjust a utility and its appurtenances.
UWHC	Utility Work by Highway Contractor
UWS	Utility Work Schedule

1.5 Distribution

This manual is posted at the SUO website:

<http://www.fdot.gov/programmanagement/utilities/Default.shtm>

and at the Forms and Procedures website:

<https://fms.fdot.gov/Form?filter=office:1>

1.6 Revisions and Updates

Every 2 years, or sooner as deemed necessary, the SUO will coordinate all revisions to the manual with the Design, Construction, Maintenance, Utilities, Comptroller's, Inspector General, General Counsel's Office, and other offices as necessary. The SUO may post utility bulletins to effect needed changes between revisions.

1.7 References

Section 288.0656(2), Florida Statutes
Section 337.11, Florida Statutes
Section 334.187, Florida Statutes
Section 337.401-04, Florida Statutes
Rule 14-46, Florida Administrative Code

References to sections within this manual start with "***UPM Section.***" References to other external documents are also highlighted in bold italic text. These external documents are listed below. When any section is referenced, it is intended that all subsections and all other references contained within the referenced section and subsections are included.

UAM, 2017 Utility Accommodation Manual

<http://www.fdot.gov/programmanagement/utilities/Docs/UAM/UAM2017.pdf>

Locally Funded Agreements Financial Provisions and Processing, FDOT

Topic 350-020-300

<https://fdotewp2.dot.state.fl.us/ProceduresInformationManagementSystemIntranet/Procedures/ViewStaticDocument?topicNum=350-020-300>

Five-Year Work Program

<https://fdotewp1.dot.state.fl.us/FMSupportApps/WorkProgram/Support/Download.aspx>

Work Program Instructions

<http://www.fdot.gov/WorkProgram/Development/PDFInstructions/WorkProgramInstructions.pdf>

CPAM, Construction Project Administration Manual, FDOT Topic 700-000-000

<http://www.fdot.gov/construction/manuals/cpam/CPAMManual.shtm>

DFS Reference Guide for State Expenditures

http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf

FDOT Disbursement Handbook

<http://www.fdot.gov/comptroller/pdf/DOO/Sales%20Tax%20Certificates/Disbursement%20Handbook%20for%20Employees%20and%20Managers.pdf>

Secretary's Style Book

<http://fdotsp.dot.state.fl.us/sites/PIO/Shared%20Documents/Secretary%20Style%20Book.pdf>

1.8 Training

No training is required. However, training on these procedures may be posted at the SUO website (<http://www.fdot.gov/programmanagement/utilities>) or in Learning Curve when available.

1.9 Forms

Standard forms and agreements are posted at the SUO website:

<http://www.fdot.gov/programmanagement/utilities>

and at the Forms and Procedures website:

<https://fms.fdot.gov/>

1.9.1 Forms Adopted by Rule

The forms listed in this section are incorporated into **Rule 14-46 F.A.C.** by inclusion in **UAM Section 8**. These forms are not to be modified other than resizing, filling in the required input fields, or adding attachments.

Utility Permit

Form 710-010-85

Utility Work Schedule

Form 710-010-05

Utility Work Estimate

Form 710-010-06

1.9.2 Standard Forms and Agreements

The standard forms and agreements list in this section are not to be modified, other than resizing, filling in the required input fields, or adding attachments, unless

approved by the SUO and the Office of General Counsel. Additionally, any modification to the financial terms of any of the below forms must be approved by the Comptroller.

Federal Provisions

Required Contract Provisions for Federal Aid Contracts (Appendix A of Assurances) Form 710-010-08

Required Contract Provisions for Federal Aid Contracts Compliance with Title VI of the Civil Rights Act of 1964 Engineering Contractors (Appendix A of Assurances) Form 710-010-09

Master Agreements

Utility Master Agreement (At UAO and FDOT Expense Combined) Form 710-010-20

Utility Work by Highway Contractor Master Agreement (At UAO and FDOT Expense Combined) Form 710-010-64

Utility Work Order Change Form 710-010-04

Project Specific Agreements

Utility Work Agreement (At UAO's Sole Expense) Form 710-010-55

Utility Work Agreement (FDOT Participating in Expense) Form 710-010-54

Utility Design by FDOT Consultant, (At Utility Expense) Form 710-010-56

Utility Work by Highway Contractor Agreement (At FDOT Expense) Form 710-010-21

Utility Work by Highway Contractor Agreement (At Utility Expense) Form 710-010-22

Utility Work by Highway Contractor Agreement (Lump Sum) Form 710-010-57

Transactional Agreements

Corporate Resolution, Delegation and Special Power of Attorney Form 710-010-50

Delegation and Special Power of Attorney Form 710-010-51

Utility Service Agreements

Roadway Lighting System Maintenance Form 710-010-52

Roadway Illumination Services Form 710-010-53

Selective Utility Work Form 710-010-65

Joint Use of Utility Facilities Agreement Form 710-010-18

Utility Billing Summary Form 710-010-12

General

Notice of Administrative Hearing Rights Form 225-020-01

Summary of Contractual Services Agreement/Purchase Order Form 350-060-02

Receiving Reports and Invoice Transmittals - Contracts

SECTION 2

LIAISON (STATE UTILITIES OFFICE)

2.1 Department Liaison with the Utility Industry

Pursuant to ***UAM Section 1.10***, the State Utility Engineer is the chief liaison on utility accommodation issues between the Department and the utility industry and will:

- a. Develop revisions and additions to the ***UAM*** in accordance with ***Chapter 120, F.S.***, and through periodic ***UAM*** reviews with the utility industry and others.
- b. Review disputes in accordance with ***UAM Section 1.7***.
- c. Assist the Legislative Affairs Office and the Office of General Counsel with reviews of statutes and rules that affect utility accommodation and adjustment as requested.
- d. Develop policies, procedures, forms, and agreements for utility accommodation and adjustment within the Department's right of way.
- e. Assist the Office of General Counsel in legal matters as needed.
- f. Perform Quality Assurance reviews as required by procedure, or agreement with Federal Highway Administration.
- g. Perform audits of utility accommodation and adjustment practices to ensure consistent and proper implementation of the Department rules, policies, procedures, forms, and agreements.

2.2 Indirect Cost Percentages

The SUO will annually review the Indirect Cost Percentages of all utilities submitted by the UAO for the previous calendar year. The average Indirect Cost Percentages for UAO and for each category of work will be posted on the SUO's SharePoint site for use by the DUO for review and approval of Utility Work Estimates required by ***UPM Section 3.12***.

The SUO will also annually compare the Indirect Cost Percentages on UAO invoices. When a UAO's Indirect Cost Percentages is greater than two standard deviations or 10% above the average of similar UAOs for the same category of work, the SUO will send a letter to the UAO requesting the UAO to provide a justification for the high Indirect Cost Percentage and a certification that the percentage does not include costs not allowed under State or Federal laws.

In lieu of establishing the Indirect Cost Percentages by annual averages, the SUO may establish these by an audit of the UAO accounting procedures.

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SECTION 3

UTILITY COORDINATION (DISTRICT UTILITIES OFFICE)

3.1 General

The DUO will ensure all the necessary arrangements are made and agreements are executed to certify construction projects before advertisement. The following activities and documentation are guidelines for utility coordination; each District may refer to these activities by other names. The DUO may adjust activities due to the availability of documentation and other case-by-case conditions.

When the Department coordinates utilities within another authority's right of way, such as a City or County road, the DUO must operate within the limits of authority delegated to the Department by the City or County. These limits may be found in memorandums of agreement, or other appropriate agreements with the authority. If an agreement is not executed, the DUO should consult with the General Counsel's Office as to what actions the Department can take.

3.2 Work Program Coordination with the Utility Industry

To comply with ***UAM Section 5.1(1)***, the DUO is the District representative between the District Design Office and the UAO for specific highway projects and will annually advise UAOs of highway projects in the ***Five-Year Work Program*** which is available at:

<https://fdotewp1.dot.state.fl.us/FMSupportApps/WorkProgram/Support/Download.aspx>

3.3 Determining Underground UAOs within Project Limits

The DUO should assist the EOR with determining the need for Subsurface Utility Engineering (SUE). This should be determined before or during scope and fee negotiations and is to be included in the design requirements. When a project does not have SUE services included in the design requirements, the DUO will do the following as necessary to determine the UAOs within the project limits:

- a. Contact Sunshine 811,
- b. Conduct a field review,
- c. Review ***Utility Permits***,
- d. Review existing plans, and
- e. Review the design location survey.

3.4 Kick-Off Meeting (Design)

When appropriate, a meeting with the EOR, DUO, and the Department Design Project Manager should be conducted prior to contacting the UAOs. The DUO will keep minutes of these meetings or obtain a copy of the minutes if done by others. The DUO should discuss the following:

- a. Project issues,
- b. Schedules,
- c. Roles of all involved,
- d. Level of accuracy of the utility locates needed,
- e. Methods to be used for utility locating, and
- f. All known or potential utility conflicts.

3.5 First UAO Contact (Initial Plans / Markups Required UAO Contact)

To comply with ***UAM Section 5.1(2)***, the DUO will notify the UAO of the proposed project. The notice should contain or have attached all of the following:

- a. The Department's most current plans.
- b. A return date by which the UAO should return a set of marked up plans in compliance with the ***UAM Section 5.2(4)***. This return date should be no earlier than thirty (30) days from the date of the letter. A sample letter is provided in ***UPM Section 7***.
- c. A request for documentation to assist the Department in determining the Department's responsibility under ***Section 337.403, F.S.***, to reimburse the UAO for their utility work.

3.6 Field Review

As plans develop, the DUO may determine field meetings are necessary. The DUO's field review should identify and document the following:

- a. Those in attendance,
- b. UAOs within the limits of the project,
- c. Any known utility conflicts, and
- d. Possible resolutions to known conflicts.

3.7 Physical Exposure of Utilities

As the design develops, the DUO should assist the EOR and Design Project Manager in determining whether additional physical exposure of a utility is needed.

3.8 Utility Conflict Resolution

3.8.1 Conflict Matrix

The DUO should assist the EOR and UAO in determining conflicts. The DUO may provide a spreadsheet (often referred to as a conflict matrix) or other document for the EOR to track utility conflict resolution for each project phase.

3.8.2 No-Conflict Letters

For existing utilities remaining in place, the DUO should confirm that No-Conflict Letters are received from all UAO representatives stating they do not have a conflict. These may be e-mails or hardcopy. However, the EOR still has the responsibility to identify if the utility will impact the project.

3.9 Determination of UAO Reimbursement

The DUO should assist the General Counsel's Office in determining the Department's responsibility to reimburse the UAO. The determination is required to ensure the proper agreements are executed, and funds are programmed and encumbered as needed.

3.10 Utility Agreements

This section discusses the agreements that must be executed to certify the project prior to advertisement. These agreements are required on a case-by-case basis depending on the following conditions:

- a. Eligibility for reimbursement pursuant to **Section 337.403 F.S.**
- b. Who funds the utility work such as State, Federal, or UAO.
- c. Who performs the utility work such as FDOT, contractor, or UAO.
- d. Where the relocation occurs such as Interstates, On-system or Off-system highways, easements, or enclaves.

When executing utility agreements, the DUO is to ensure the documents have been signed by the proper authority. The transactional agreement forms in **UPM Section 1.9.2** are used for these purposes.

3.10.1 Non-Reimbursable Utility Work by UAO with No Master Agreement

When utility work is non-reimbursable, only an executed **Utility Work Schedule** is needed for certification. Once the **Utility Work Schedule** is executed, a **Utility Permit** is still required by **UAM Section 2.1(1)** before starting work.

3.10.2 Reimbursable Utility Work by UAO with No Master Agreement

When utility work is reimbursable and in the right of way by **Utility Permit** or by other reimbursable methods, the DUO will execute a project specific utility work agreement. When the utility work agreement includes preliminary engineering, the DUO must attach the **Required Provisions for Federal Aid Contracts with an Engineering Contractor (Appendix A of Assurances)** when required by FHWA. When the UAO desires the Department to perform preliminary engineering, the DUO may execute a **Utility Design by FDOT Consultant Agreement (At Utility Expense)**.

3.10.3 Utilities Within Easements

When utility work is within an easement, **Section 337.403, F.S., Rule 14-46, F.A.C.**, the **UAM**, and any existing **Utility Permits** may not be sufficient to obligate the UAO to adjust its utilities. In these cases, an agreement (such as a subordination agreement or encroachment agreement) may need to be executed to give the Department sufficient authority to order the UAO to adjust its utilities, or sufficient access to the easement to construct the project. The DUO ensures these agreements are executed as necessary.

3.10.4 Federal-Aid Contract Provisions

Where federal contract provisions apply to the utility work, the DUO must incorporate the **Required Contract Provisions for Federal Aid Contracts (Appendix A of Assurances)** into the utility relocation agreement prior to execution and certification.

3.10.5 Utility Master Agreements (Reimbursable or Non-Reimbursable)

Some UAOs have entered into master agreements with the Department to outline the terms of notifying, providing plans, markups, estimates, schedules, and payments for utility work. These agreements are posted on the SUO website:
<http://www.fdot.gov/programmanagement/utilities>.

The DUO must ensure that the terms of the utility master agreement are sufficient to cover the work and all obligations of the UAO. If the utility master agreement is sufficient, then the DUO may proceed with obtaining a **Utility Work Estimate** and **Utility Work Schedule**. The DUO will send a **Utility Work Order Change** to initiate the utility work.

When necessary obligations are not covered in the utility master agreement, the DUO must add these to the **Utility Work Order Change** and have the UAO and the District General Counsel's Office review the **Utility Work Order Change** before the project can be certified and before the utility work can be initiated.

The DUO may elect to execute a project specific utility agreement in lieu of a using a master utility agreement.

3.10.6 Utility Work by Highway Contractor and JPAs

When both the UAO and the Department agree to have utility, work performed by the highway contractor, the DUO will execute the appropriate standard **Utility Work by Highway Contractor Agreement** or **Utility Work by Highway Contractor Master Agreement**. Utility work is not to be included in any Joint Participation Agreement (JPA).

3.10.6.1 Utility Work by Highway Contractor (At UAO's Sole Expense)

This utility work is done at the UAO's expense, with the Department having the option of participating in the expense when the bid for the utility work exceeds the Department's official estimate by more than 10%. These agreements may be lump-sum, or have pay items. For UWHC Agreements where the UAO will receive a refund of excess funds, a three-party escrow agreement is required. The DUO must follow **Locally Funded Agreements Financial Provisions and Processing Procedure** when the UAO requests a three-party escrow agreement.

The DUO will obtain a contingency **Utility Work Schedule**. A contingency **Utility Work Schedule** is needed when the UAO has the option to perform the utility work as detailed in the agreement. Obtaining a contingency **Utility Work Schedule** is at the District's discretion for Lump Sum UHWC agreements.

3.10.6.2 Utility Work by Highway Contractor (FDOT Participating in Expense)

This utility work will be at the Department's expense, with UAO providing the Department with a **Utility Work Estimate** and design plans. Alternatively, the UAO may elect to have the Department develop the **Utility Work Estimate** and design plans. A contingency **Utility Work Schedule** is not required with this agreement.

The DUO will forward a copy of the executed **Utility Work by Highway Contractor Agreement (FDOT Participating in Expense)** and the **Utility Work Estimate** to the District Work Program Office and the Local Funds Section of the Office of Comptroller.

Plans and Technical Specifications must be submitted to the EOR and the District Specifications Office for review and approval when submitted by the UAO.

3.11 Utility Work Schedules (UWS)

Pursuant to **UAM Section 5.2**, the UAO is required to submit a complete **Utility Work Schedule** when requested by the Department. The DUO may assist each UAO to obtain a signed **Utility Work Schedule**.

3.11.1 Utility Work Schedules for Relocations and Adjustments.

The **Utility Work Schedule** must accurately reflect the work, restrictions, notifications, and timeframe of work within the project limits.

Section B must contain the date for submitting a **Utility Permit** and must not contain special conditions/constraints that:

- a. Reiterate, modify, or contradict any of the Department's standards, or specifications.
- b. Give instructions to the contractor.

Section C must contain:

- a. All activities required to be performed.
- b. Activity details that clearly convey the work activities to be performed.

Example 1 When a UAO lists an activity as "Locate." The term alone is insufficient to convey what is to be done. Will the UAO locate their lines only when requested through 811, or will they locate the lines by physical exposure at the contractor's request? This must be clarified in advance.

Example 2 When a UAO lists an activity to be performed "as needed." Who is to determine when it is needed. This is unclear if not spelled out.

- c. A time period for obtaining a **Utility Permit**. This time period should allow 30 days for review and approval of the application.
- d. The number of consecutive calendar days for each work activity. The number of consecutive calendar days is the maximum number of weekdays, including weekends, that the UAO and the Department agree the contractor will be impacted by the UAO's work activity. The DUO should advise the UAO how the calendar days are used.

Example: The UAO may indicate 12 consecutive calendar days for a work activity and starts the work activity on August 3rd. Therefore, the contractor should not be delayed by the UAO after August 14th. The UAO may indicate in Section B that the UAO only works weekdays; however, this only informs the contractor the UAO may not be on site on the weekends although these days will still be counted.

- e. The dependent activities for each work activity. Dependent activities are activities that must be completed before the UAO can start or complete the work activity shown. The UAO is to indicate the Traffic Control Phase under which the UAO plans to do their work activities. If any dependent activities are to be performed by a party other than the contractor or the UAO, the DUO must ensure that a **Utility Work Schedule** covering these dependent activities is obtained from the performing party. **Utility Work Schedules** must include the date that the party will submit the **Utility Permit**. The DUO must ensure the Department will have an appropriate time, depending on the complexity of the utility work, to review and approve the **Utility Permit** applications.

Example 1: A project letting date is August 30, 2017 and it is anticipated that a notice to proceed will be issued to the contractor 90 days later on November 28, 2017. If the pre-construction utility work takes 150 days, and it takes 30 days for the **Utility Permit** to be reviewed and approved, then the date for submitting the **Utility Permit** application must be 180 days before August 30, 2017. This would be March 3, 2017.

Example 2: On the same project in Example 1, another utility shows work dependent on the contractor starting. In this case, a **Utility Permit** must be submitted no later than October 29, 2017 to ensure the **Utility Permit** application can be reviewed and approved 30 days prior to the contractor going to work on November 28, 2017.

The EOR is to review and sign the **Utility Work Schedule** to ensure all conflicts are resolved and the utility work is compatible with the traffic control phasing, construction sequence, and other utility work.

Once the EOR and the UAO have signed the **Utility Work Schedule**, the DUO will review and approve the **Utility Work Schedule** to ensure it is acceptable to the Department.

The DUO's review should compare the **Utility Work Schedule** to the **Utility Work Estimate**, if one exists, to ensure that the schedule and estimate are for the same work. Also, attention should be given to the dependent activities associated with each utility work activity. These are activities that the utility is depending on the contractor or others to complete before the UAO can start or complete their work activity. These dependent activities can better indicate the impacts to the contractor's schedule than total days of all activities.

Once the DUO approves the **Utility Work Schedule**, they are to place the executed **Utility Work Schedule** in the PSEE Utility Module with comments indicating which agreement, if any, addresses the work in the **Utility Work Schedule**.

If changes to the **Utility Work Schedule** are required before certification, the DUO will coordinate with the UAO to ensure necessary modification are made to the **Utility Work Schedule**. The EOR must review and sign the modified **Utility Work Schedule** before the DUO approves it.

3.11.2 Zero-Day Utility Work Schedules

The DUO may accept a Zero-Day **Utility Work Schedule** when the UAO wants to perform utility work, so long as the utility work is well defined and it is clear that the utility work will not affect the contractor.

3.12 Utility Work Estimates

When requesting an estimate, the DUO must inform the UAO how the Department intends to reimburse the UAO. Pursuant to **UAM Section 5.3**, the UAO must submit their estimate using the **Utility Work Estimate** form.

The SUO will establish and post the maximum allowable rate for indirect costs of each UAO based on an analysis of the UAO's indirect cost history on the State Program Management Office's SharePoint site. Before any utility work is initiated under an agreement which includes indirect costs, the DUO will ensure the UAO's indirect costs do not exceed the posted maximum allowable rate.

The DUO will request that the UAO submit to the State Utilities Engineer justification for the indirect costs. Once approved by the State Utilities Engineer, the DUO may proceed with the agreement, otherwise the UAO must be reimbursed using a method that does not include indirect costs.

3.13 Utility Services

3.13.1 Power Service for Department Owned Roadway Applications

The highway contractor is responsible for establishing power service assemblies for signals, lighting, ITS, and other roadway applications owned by the Department. The cost for obtaining utility service drops to these assemblies are paid through contract pay items. When the contractor requests power service where the UAO extends its utility lines or otherwise upgrades its utilities, the UAO may request a Contribution-in-Aid-of-Construction (CIAC) to be paid by the highway contractor. The DUO must determine if a CIAC will be required and ensure an estimated amount is included under the non-bid pay item for these costs. Do not use utility master agreements or relocation agreements to pay CIAC costs. Since the Contractor is required to coordinate this work, a **Utility Work Schedule** is not required. Also, service drops or other service connections are utility appurtenances to the existing utility line and do not need a

Utility Permit. However, if the UAO extends its utility lines within the R/W, a **Utility Permit** is required.

3.13.2 UAO Customer Service Lines

Service lines connecting the UAO's customers, other than the Department, to the UAO's permitted utility lines are considered appurtenances to the UAO's utility line. Any location, relocation, reconnection, or adjustment of these connections are to be treated as part of the UAO's permitted utility lines.

3.14 Second UAO Contact (Utility Work Schedule and Utility Work Estimate Required UAO Contact)

At an appropriate time, the DUO will notify the UAO in writing that utility work is needed to avoid conflicts between the contractor's activities and the UAO's facilities. See **UPM Section 7** for a sample notification letter. The notification should also include or have attached all of the following:

- a. The Department's most current plans.
- b. A return date by which the UAO should return a complete **Utility Work Schedule** and **Utility Work Estimate**. This return date should be no earlier than thirty (30) days from the date of the letter.
- c. All other necessary agreements.

3.15 Failure to Obtain UWS or Needed Agreements for Certification.

3.15.1 UAO's Failing to Sign a Utility Work Schedule

If a UAO fails to sign a **Utility Work Schedule** or needed utility work agreements, a DUO may still be able to certify the projects. However, each case is dependent on the rights a UAO may or may not have within the Department's right of way. In these cases, the DUO will consult the State Utilities Engineer and the General Counsel's Office for guidance on certifying the project.

3.15.2 Governmental UAO's With Financial Hardships

A Local Government is considered a UAO when they own utilities within the Department's right of way. Some of these UAOs within a rural area of opportunity, as defined in **Section 288.0656(2), F.S.**, may not be able to financially afford to perform the required utility work in concert with a Department project.

3.15.2.1 DUO /UAO Meeting

When one of these UAOs indicates they may have a financial hardship, the DUO must meet with the UAO to discuss:

- a. The project's scope,
- b. Time schedule,
- c. Impacts on the Department Project,
- d. Impacts to the UAO's utilities,
- e. The process for determining a financial hardship,
- f. A schedule for the submission of evidence of a financial hardship,
- g. The process for entering into a promissory agreement,
- h. The official notices and subsequent actions,
- i. The expected timing and assignment of anticipated costs,
- j. An estimated design and construction costs related to the utility work, and
- k. Submission of an official financial hardship request from the UAO to the Department, along with the most recent copy of the UAO's audited financial statements.

The DUO must forward a copy of this evidence to the Department's Deputy Comptroller of the General Accounting Office.

3.15.2.2 Deputy Comptroller Review

The Deputy Comptroller will consider all the evidence and advise the Department's Comptroller as to whether a financial hardship exists.

When a financial hardship exists, the Deputy Comptroller will provide the Department's Comptroller with a recommendation that either a promissory note be approved or if the Utility is within a rural area of opportunity, that the Department exercise its authority to completely or partially pay the costs of such utility work pursuant to **Section 337.403(1)(h), F.S.** Only the Department Comptroller (in consultation with the Assistant Secretary for Finance and Administration and/or Secretary) has the authority to authorize promissory notes for the costs of utility work or exercise the Department's authority to completely or partially pay the costs of utility work in financial hardship cases. Every effort will be made to limit promissory notes to fifteen (15) years or less. However, based on the severity of the hardship, the Department Comptroller may approve terms up to thirty (30) years. The Department Assistant Secretary of Finance and Administration must approve terms greater than thirty (30) years.

The DUO must send a notice as described in **Section 337.403(1), F.S.**, to the UAO, stating that the Utility is unreasonably interfering with the maintenance, improvement, extension, or expansion of the state road and generally describing the work that is required. The notice should request the UAO to confirm in writing whether it intends to proceed with the work or not.

If the UAO fails to respond to the first notice or notifies the Department that it is unable to perform the utility work, the DUO must send a second notice. The second notice will inform the UAO that the Department will perform the work and charge the UAO in

accordance with **Section 337.403(3), F.S.**, or will completely or partially pay for the costs of the utility work in accordance with **Section 337.403(1)(h), F.S.** The District will assume official contract administration duties over the utility work; however, the UAO will be advised and involved in any decision affecting its interests.

3.15.2.3 Execution of Promissory Note

A promissory note will be prepared by the Deputy Comptroller with District coordination containing the appropriate language and terms. The Office of the General Counsel will review and approve the promissory note prior to execution. Once reviewed and approved by the Office of the General Counsel, the Deputy Comptroller will forward the agreement to the UAO for signature. When the promissory note is signed and returned to the UAO, the Deputy Comptroller will facilitate the Secretary's execution of the promissory note for the Department.

3.15.2.4 Work Program Notification

Per Chapter 39 of the **Work Program Instructions**, the District Work Program Manager must be notified when the Department becomes aware of a UAO's inability to pay. The DUO will notify the District Work Program Manager of the UAO's financial hardship via an e-mail, with a copy to the Deputy Comptroller for the General Accounting Office. Once notified of the financial hardship, the District Work Program Manager will change the funds programmed from Local Funds (LF) as follows:

- a. Promissory Note: Local Funds for STTF utility work (LFD) if in the tentative cycle or to Local Funds for Unseen Work (LFU) if in the current year. The LFD/LFU fund code represents utility work where the Utility is unable to pay or refuses to pay for the utility work when the utility default becomes known. The LFD fund code is to be used on utility work funded up front with state funds and the required funding is in a future year. The LFU fund code is to be used for utility work funded up front with district allocated funds and the required funding is in the current year. The DUO will monitor these projects to ensure that the necessary steps are taken according to statute to recoup the costs expended on performing the utility work. An LFD/LFU estimate should remain programmed until the Department receives all funds due. The estimate will be adjusted annually until all funds are received. The Comptroller's Local Funds Section will notify the District Work Program Manager after the end of the fiscal year of any amounts collected from the UAO for the past fiscal year. When the amounts are received, the District Work Program Manager will reduce the LFD/LFU estimate and increase the LF estimate by the amount. The LFD/LFU will reflect amounts due, while the LF will reflect amounts paid. The estimates are to remain in their original program years.
- b. Approval for the Department to Pay: Once the Department exercises its authority to completely or partially pay the costs of such utility work, the District

Work Program Manager will program state funds for projects on the state highway system or federal funds for projects off the state highway system.

3.16 Third UAO Contact (Final Plans Contact)

At an appropriate time, the DUO will send the UAO:

- a. Updated Department plans for the project,
- b. Requests for any necessary **Utility Work Schedules**,
- c. Any approved **Utility Work Schedule**, and
- d. Any necessary notice to proceed.

3.17 Funds Approval (Encumbrance)

To cover the cost the Department will bear for utility work, the DUO will submit a request for funds to be programmed and authorized by the District Work Program Office in compliance with the **Work Program Instructions**. Funding must be approved a minimum of 14 days before the advertisement date; 30 days is preferred.

After receipt of a funds approval statement from Office of Comptroller, the agreement will be reviewed and signed by the DUO, District Legal, District Secretary or designee(s), and the Federal Highway Administration (if applicable).

3.18 Certification Letter

To comply with **Section 337.11(3)c, F.S.**, the Department executes all necessary utility agreements prior to advertisement. The DUO will ensure all the necessary agreements are executed, issue a certification letter stating, "all necessary utility agreements have been executed," and maintain certification letters and agreements in the **PSEE Utility Module** and the project FTP site.

Upon completion of all negotiations and arrangements for necessary utility work, or other accommodations for all UAOs within the project limits, the DUO will certify by letter to the appropriate District Offices and the Federal Highway Division Administrator (if applicable) that all necessary utility agreements and **Utility Work Schedules** have been executed for that project. A copy of all utility agreements and **Utility Work Schedules** are to be placed in **EDMS**. The certification letter shall state the status of each UAO as they pertain to the project. See **UPM Section 7** for a sample certification letter.

3.19 Project Level Quality Assurance

The Department must ensure that the adequate documentation is included in the project file to confirm Utility Final Acceptance of a project. The project files listed below (if applicable) shall be included in PSEE by the Construction Utility Coordinator, Utility Project Manager, and/or Construction Project Administrator. The documents

listed below are required for Design Bid Build and Design-Build projects. The DUA shall check/verify that all required documents are placed in PSEE.

- a. Red, Green, Brown Drawings,
- b. Conflict Matrix and No-Conflict Letters,
- c. Determination of Reimbursement (email from General Counsel),
- d. Notice to Proceed,
- e. Utility Agreements,
- f. Utility Easements, (from DUO). The DUO can add the final Subordinations or Recommended Management's Decision documents to PSEE at Certification,
- g. UWHCA(s),
- h. UWS,
- i. Utility Work Estimates,
- j. Certification/Closeout Letters,
- k. Permits and As-built Plans - Record the permit numbers for the project, since the As-built drawings are stored in OSP. For reimbursable projects, provide a screenshot of the permit(s) in OSP. For non-reimbursable projects, provide the utility permit numbers associated with the project (Word, PDF, OneNote),
- l. Invoices/When applicable - Notice of Utility Construction Work (Form #700-010-48),
- m. Daily Work Reports.

SECTION 4

POST CERTIFICATION (DISTRICT UTILITIES OFFICE)

4.1 Recertification

If new conflicts arise after certification, modification to the **Utility Work Schedule** and agreements may be required. Once the modifications are made, the project should be recertified, and all updated **Utility Work Schedules** should be forwarded to the EOR for signature.

4.2 UWHC Agreement Changes Due to Bid

Depending upon the amount the contractor's actual bid for the utility work, the DUO will do the following to make changes to the UWHC Agreement:

- a. If the contractor's actual bid for the utility work is lower than the agreement amount, UAO approval is not necessary.
- b. If the contractor's actual bid for the utility work is higher than the agreement amount, approval must be obtained from the UAO within 5 days. A **Utility Work Order Change** may be required in both cases to amend the contract amount.
- c. If the UAO concurs with the higher amount, additional funds will be submitted per the agreement. Changes during construction for utility work will require sufficient documentation and may require additional funds from the UAO per the agreement.

The DUO will send the complete UWHC Agreement package to the District General Counsel's Office and Director of Production for approval. The approved Agreement Package will be sent to the UAO and District Work Program Office, and be filed within the **PSEE Utility Module**.

If the UAO does not concur with the higher amount, the DUO may execute the contingency **Utility Work Schedule**.

4.3 Monitoring Utility Work Prior to Contract Letting

When utility work must be completed prior to contract letting, the **Utility Work Schedule** will contain the time period for obtaining a permit. The DUO is to monitor these **Utility Work Schedules** until the UAO has an approved **Utility Permit**. When the UAO does not submit the permit on time, the DUO must immediately consult with the Office of General Counsel and the State Utilities Engineer to execute all necessary notices, or orders to the UAO.

4.4 Utility Invoices

When the DUO receives an invoice, the DUO must review the invoice for completeness, verify that it matches the **Utility Work Estimate**, and verify that all supporting documentation was submitted in compliance with **DFS Reference Guide for State Expenditures** and the **FDOT Disbursement Handbook**. The DUO will request the UAO submit its final invoice within one hundred and eighty (180) days following the date of completion of the utility work. The DUO may accept invoices prior to the completion of the utility work for the costs incurred during the period covered by invoices. The DUO may allow periodic invoicing/payment of lump sum contracts at the Department's discretion. The DUO must make sure that a **Utility Billing Summary** is used with all invoice types.

4.4.1 Partial Payments

When a partial payment is requested, the DUO must make sure that a **Utility Billing Summary** is used. The UAO should include correspondence stating the percentage of work completed as defined in the agreement. Upon verification, the Department may pay the UAO for that amount of work completed. The amount of a partial payment of a should follow the terms of the agreement. If the agreement has no provisions for partial payment then the Districts, at their discretion, may pay a percentage of the partial payment equal to the percentage of work completed.

4.4.2 Invoice Review

The DUO should check the following is provided:

- a. Invoice is labeled "Partial" or "Final" at the top,
- b. Financial Project Identification Number,
- c. State Road Number,
- d. Description,
- e. Project Limits,
- f. Date which the utility work was first performed,
- g. Date which the utility work was last performed,
- h. Where the UAO supporting records reside for auditing,
- i. UAO's work order number,
- j. Contact information for the UAO's contact person to whom questions regarding the invoice may be directed,
- k. Required retainage is reflected in the invoice, and
- l. Percentage of work complete.

4.4.3 Invoice Verification Against the Utility Agreement

The DUO should verify the following:

- a. Partial and final invoices conform to the items listed in the approved **Utility Work Estimate**.

- b. Lump sum invoices are summarized as indicated by the amounts in the utility agreement and **Utility Work Estimate**.
- c. The Resident/Project Engineer or other Department representative has documented that the utility work has been completed.

4.4.4 Submittals

The DUO must ensure the following:

- a. The UAO submits an original invoice or an electronic version of the invoice
- b. Partial invoices include a summary of all charges for the invoice period and the sum of all previous partial invoices.
- c. Partial invoices include the detail amount of labor, material, equipment, and appropriate credits with unit costs, for the invoice period.
- d. Final invoices include details of the invoice period and provide a sum of all previous payments, and all previously withheld retainage amounts. This should also include all Lump Sum Agreement Invoices.
- e. Department's notice to proceed or a **Utility Work Order Change** is included.

After the above has been compiled, the DUO will separate the Department's participating costs from non-participating costs and forward invoices for the participating costs to the District Financial Services Office, using the **Summary of Contractual Services Agreement/Purchase Order Receiving Report and Invoice Transmittal Form**.

4.5 Cost Overruns

4.5.1 UAO's with Utility Work Agreements.

If a change is required within the original scope of the utility agreement, the DUO will request that the UAO submit documentation justifying any overruns that exceed the current **Utility Work Estimate**.

When the overrun is justified, the DUO will request additional funds as described in **UPM Section 3.17**. For all changes to reimbursable agreements over the encumbered amount, approval for additional funds must be obtained from the Office of Comptroller. There may be multiple **Utility Work Order Changes** that may occur during final plans, contract letting, or construction. When signatures are obtained from the DUO and the Federal Highway Administrator (when applicable), the **Utility Work Order Change** is sent to the UAO to be incorporated into the previously approved agreement package.

4.5.2 Governmental UAO's with Promissory Notes

Should project costs change, the Deputy Comptroller for the General Accounting Office must be notified of change orders affecting the amount of the promissory note. When construction is complete, the District will determine the final costs of the utility work that must be repaid by the UAO. These computations should follow the **Utility**

Work by Highway Contractor or **Utility Design by FDOT Consultant** agreements normally used by the Department. The UAO will be informed by the District Utility Office of the adjusted cost and will be given a **Notice of Administrative Hearing Rights**, providing the UAO with 30 days to contest the reasonableness of the cost in accordance with **Section 337.404, F.S.** If uncontested, the Deputy Comptroller will facilitate the completion of a replacement note reflecting the new amount. The DUO will inform the UAO of all revisions in a timely manner and facilitate the execution of the replacement note by the UAO.

If a replacement note is not entered into, the adjusted costs are reasonable in accordance with **Section 337.404, F.S.**, and the work is completed, the Department may enter a final order indicating the full cost, the amount being compensated to the Department under any promissory note, and the remainder due and owing from the UAO. Upon entry of a final order, a lien may be placed on the Local Government UAO's property for the amount not compensated under the promissory note.

The Department's Deputy Comptroller for the General Accounting Office will process and keep track of payments received. If the UAO defaults on payments, the Deputy Comptroller will notify the Central Office General Counsel's Office, District General Counsel's Office, SUO, and DUO.

4.6 Department Equipment on UAO's Facilities

Where the Department desires to place its equipment on UAO's utility or appurtenance, an executed **Joint Use of Utility Facilities Agreement** is required.

4.7 Construction Assistance

Occasionally during construction, utility work cannot be accomplished in accordance with the executed **Utility Work Schedule**, and the **Utility Work Schedule** must be revised; or utility work is unforeseen, and a **Utility Work Schedule** must be created. To expedite project construction, the Project Administrator may contact the DUO for assistance. The DUO will assist the Project Administrator with executing necessary **Utility Work Schedules** and/or other necessary agreements, notices, or orders. The DUO will coordinate these actions with the Office of General Counsel.

4.8 Audit Assistance

Other agencies and/or Department offices may periodically audit Department's coordination with, and reimbursement of UAOs. However, some agencies do not have the authority to make such requests and may request a public records request. The DUO should assist these efforts as directed by the General Counsel's Office and/or the SUO. The UAO should be notified in writing, and advised of pending audit actions.

SECTION 5

UTILITY PERMITTING (DISTRICT MAINTENANCE PERMITTING)

5.1 Facilities issued Utility Permits

Pursuant to **Section 337.401(2), F.S.**, any person who is a resident of Florida, or any corporation which is organized under the laws of Florida or licensed to do business within Florida can be issued a **Utility Permit** and will be governed by **Section 337.401-404, F.S.; Rule 14-46, F.A.C.** and the **UAM**.

The following facilities are not governed by **Rule 14-46 F.A.C.**; therefore, the LPO is not to issue **Utility Permits** for the installation of the following.

- a. Department service lines, such as waterlines, electrical service lines, and sewer lines;
- b. Telephone booths;
- c. Street furniture;
- d. Red-light cameras; and
- e. Any drainage pipes or structures that discharge storm water onto the FDOT R/W or into an FDOT storm water system (requires FDOT drainage connection permit).

5.2 Emergency Work and Unforeseen Conflicts in Construction

Pursuant to **UAM Section 2.2**, “after-the-fact” **Utility Permits** can be submitted for emergency utility work. Also, as described in **CPAM Section 5.6.7**, the Project Administrator may allow “after-the-fact” **Utility Permits** for unforeseen utility work to expedite construction. The LPO is to ensure that the “after-the-fact” **Utility Permit** contains the general information in **UAM Section 2.4.1** that is required for the type of utility work performed. Pursuant to **UAM Section 2.1(5)**, the UAO is not required to report lane closures to the Lane Closure Information System for this work.

5.3 Utility Work Allowed Under Existing Utility Permits

Pursuant to **UAM Section 2.3**, the UAO may perform certain work on existing facilities without applying for a new **Utility Permit**. Pursuant to **UAM Section 2.1(5)**, the UAO is not required to report lane closures to the Lane Closure Information System for this work.

5.4 Reviewing Utility Permits

5.4.1 Asbestos Cement Pipe

Pursuant to **UAM Section 2.6(2)(a)**, no **Utility Permit** application is to be approved that includes crushing, reaming, or bursting asbestos cement pipes. These **Utility Permits** can only be approved when the proposed work includes the removal, from the Department's right of way, of any asbestos debris created or any asbestos cement pipe that may be damaged or exposed during the proposed work. The **Utility Permit** application must indicate that:

“All asbestos cement pipe and debris removed under the Utility Permit will be in accordance with the Asbestos National Emissions Standard for Hazardous Air Pollutant (NESHAP) and Title 40 Code of Federal Regulation Part 61, Subpart M.”

Unless approved in the **Utility Permit**, permit inspectors must immediately suspend the Utility Agency/Owner's work, pursuant to **UAM Section 3.12**, in areas where any existing asbestos cement pipes are damaged or exposed. Any variation from this directive must be approved by the Chief Engineer.

5.4.2 Alternative Design Approvals

Where compliance with **UAM Section 3.14, 3.16.9, 4.1, 4.2, 4.3.3, or 4.7** is not practicable or would create an unreasonable hardship, the UAO may request an alternative design in accordance with **UAM Section 6**. These requests are to be sent directly to the State Utilities Engineer. Those who receive any such request must immediately forward the request to the State Utilities Engineer and inform the UAO that any **Utility Permit** approval may take longer than 30 days.

The SUO will ensure the request is reviewed in accordance with the **UAM** with respect to Department policies, procedures, and Executive Management's directions. The SUO will review the request with the UAO, DUO, LPO, Central Office subject matter experts, Office of General Counsel, and the Chief Engineer. The SUO will also forward the Department's response to the UAO with copies to all personnel involved and/or affected.

If the alternative design is denied and the utility still can be installed in compliance with the **UAM**, the SUO will e-mail the UAO a denial letter and inform the LPO to attach the denial to the **Utility Permit** application and to proceed with the review.

If the alternative design is denied and the utility still cannot be installed in compliance with the **UAM**, the SUO will e-mail the UAO a denial letter and inform the LPO to attach the denial to the **Utility Permit** application and deny the **Utility Permit** per **UPM Section 5.11**.

5.5 Joint Utility Permits

Often a local government (city or county) UAO does not have contractual control over the builder of their utilities. These builders operate under the local government's development orders or other instrument. In these cases, FDOT must ensure that both the builder and the local government become a joint utility permit applicant. The responsibilities of each party are defined in ***UAM Section 2.1(4)***. This does not apply to utility work by Highway Contractor as described in ***UPM Section 5.12***. Nor does this apply to utility work for any other UAO.

If a utility builder places their company name in the builder's information box, the information will be transmitted to the local government for approval. If the local government submits the permit application, both the local government and the utility builder will be considered joint applicants. Utility builders cannot obtain a utility permit without local governments being a joint applicant.

5.6 Signing and Sealing Requirements

Some UAO's do not have to sign and seal their plans. When submitted as part of a Utility Permit application, the UAO must submit these plans under the UAO's letterhead or with the UAO's title block in accordance with ***UAM Section 2.4.3***.

5.7 Utility Permit Withdrawal

Unless the ***Utility Permit*** application has been withdrawn or transferred, the review must continue until it is either approved in accordance with ***UPM Section 5.10*** or denied in accordance with ***UPM Section 5.11***. A ***Utility Permit*** application can only be withdrawn by the UAO or with the UAO's written permission. This makes it clear there is no dispute because the ***Utility Permit*** was voluntarily withdrawn. When the UAO voluntarily withdraws an application, there is no need to provide a ***Notice of Administrative Hearing Rights*** nor follow-up on any issues brought to light in the application review. In addition, the UAO is not required to provide any reason for the withdrawal.

Example: If a ***Utility Permit*** application is submitted for a drainage pipe that should be permitted as a drainage connection in accordance with ***Chapter 14-86, F.A.C.***, the LPO is to ask the applicant to voluntarily withdraw the application. If they do not withdraw the ***Utility Permit*** application, the ***Utility Permit*** should be considered complete and denied as described in ***UPM Section 5.11***. The LPO is not to "void" the ***Utility Permit***

5.8 UAO's Requests "Review as-is"

When the UAO selects the "Review-as-is" they are informing the LPO that they consider the ***Utility Permit*** application complete and want to be given an approved ***Utility Permit*** or provided reasons for the denial and a copy of their administrative rights. If the application complies with the ***UAM***, then the ***Utility Permit*** should be

approved “as is.” If the **Utility Permit** is to be denied, then follow the denial process in **UPM Section 5.11**.

5.9 Special Instructions

In accordance with **UAM Section 2.7**, the LPO is to include in, or attach to, the **Utility Permit** all special instructions necessary to address site specific or transaction specific conditions not addressed in **Rule 14-46 F.A.C.** or the **UAM**. The LPO may attach any drawings or specifications deemed necessary to restore the right of way to the condition prior to the utility work.

The LPO is not to attach special instructions that do any of the following:

- a. Contradict the **UAM** or the attached **UWS**,
- b. Reference laws or statutes,
- c. Require insurance policies,
- d. Modify the UAO’s indemnification requirement,
- e. Include liquidated damages,
- f. Add requirements from other rules, or
- g. Add conditions that do not apply to the utility work in the application.

5.10 Approval

When a **Utility Permit** application complies with all requirements in the **UAM** and the utility work does not unreasonably interfere with the safety, operation, maintenance, future improvement, or expansion of the transportation facility, a **Utility Permit** must be approved.

5.11 Denying or Voiding Utility Permits and Administrative Rights

Denying and voiding **Utility Permits** are similar but differ in when they are applicable. A **Utility Permit** is denied prior to the approval of the permit application. A **Utility Permit** is voided after approval of the permit application. When a **Utility Permit** is denied or voided, the UAO is entitled to administrative rights. The LPO must delineate in the comment field to the UAO all reasons the **Utility Permit** is being denied or voided. In an administrative hearing, the UAO will only need to address the reasons the LPO delineated. The LPO must also provide the UAO a copy of their **Administrative Rights** and add them as an attachment to the permit application. The LPO must then change the status to one of the following:

- “Denied”- if the status change occurred prior to approval.
- “Void” - if the status change occurred after approval.

5.12 Utility Work by Highway Contractor Agreements

When the Department agrees with the UAO to allow the Department's Contractor to do the utility work, the UAO is required to obtain a **Utility Permit** prior to execution of the UWHC agreement. The LPO is to approve these **Utility Permits** when provided the following information:

- a. Where the work is being performed, and
- b. Type of work to be completed.

The UWHC agreement also requires:

- a. The UAO to provide a Contingency **Utility Work Schedule**,
- b. The EOR to develop plans in compliance with the **UAM** and the **Florida Design Manual**, and
- c. The Highway Contractor to supply As-Built Plans for closure of the **Utility Permit**.

5.13 Utility Permitting within Construction Projects

5.13.1 Proposed Utility Work Not Required for the Construction Project before Letting

When a **Utility Permit** application is submitted for proposed utility work within an upcoming construction project, before the project is let, the LPO will direct the UAO to the DUO to obtain a **Utility Work Schedule** in accordance with **UPM Section 3.11**. Once the **Utility Permit** application is acceptable and a **Utility Work Schedule** has been executed, the LPO can approve the **Utility Permit**. If a **Utility Work Schedule** cannot be obtained, then the LPO will continue the application review and place in the Special Instructions the statement that the UAO cannot start work until the construction project is complete.

5.13.2 Proposed Utility Work Not Required for the Construction Project after Letting

When a **Utility Permit** application is submitted for proposed utility work within a construction project after the project has been let, the LPO will advise the UAO via RAI to:

- a. Contact the Construction Utility Coordinator /Project Administrator to obtain an approved **Utility Work Schedule** (the LPO shall provide in the RAI the contact name, phone # and email address of the Construction Utility Coordinator/Project Administrator).
- b. The Construction Utility Coordinator Project Administrator may assist the UAO to obtain a signed **Utility Work Schedule**. The UAO will place the type of work, location, and time duration in Section-C of the **Utility Work Schedule**. This work can be negotiated with the UAO to meet the needs of the department and the UAO.

- c. State in Section-B *Utility Work Schedule* that the UAO will work with the contractor to avoid impacting any of the contractor's activities, and
- d. Complete Section-A of the *Utility Work Schedule*

The LPO will forward the signed *Utility Work Schedule* and plans to the Construction Utility Coordinator/Project Administrator in compliance with *CPAM 5.6.12*. The Construction Utility Coordinator/Project Administrator will determine if the proposed utility work matches what's approved on the UWS. If the *Utility Permit* application is acceptable and the *Utility Work Schedule* has been verified by the Construction Utility Coordinator/Project Administrator, the LPO can approve the *Utility Permit*. If a *Utility Work Schedule* cannot be obtained, then the LPO will continue the application review and place in the Special Instructions the statement that the UAO cannot start work until the construction project is complete.

5.13.3 New Utility Work Required for the Construction Project

When utility work must be completed prior to construction to resolve a conflict with a construction project, the *Utility Work Schedule* will contain a schedule for obtaining the *Utility Permit*. The LPO must ensure that the UAO performs the work as permitted and in compliance with the *Utility Work Schedule* for all utility work activities that are to be completed prior to the contract letting. If the UAO does not follow the *Utility Work Schedule*, the LPO must immediately notify the DUO to take appropriate action.

5.13.4 Utility Work Schedules Executed During a Construction Project

Occasionally during construction, utility work cannot be accomplished in accordance with the executed *Utility Work Schedule* and must be revised; or utility work was unforeseen, and a *Utility Work Schedule* was created to expedite project construction. If the unforeseen utility work would have normally required a permit, the UAO will submit a completed "after-the-fact" permit application and as-built plans within five (5) business days after completion of the utility work. The LPO will process these in accordance with *UAM Section 2.2*.

During Design-Build projects, the Design-Build Firm executes utility work schedules and UAOs must obtain a utility permit prior to work. All utility work schedules on Design-Build projects are to be reviewed by Department's Project Administrator prior to the LPO approving or denying a utility permit application.

5.14 Utilities with FDEP Certifications

Authorities across the State have differing and sometimes contradictory requirements for utility installations. Consequently, for utility projects that cross multiple jurisdictions, the UAOs may avail themselves to the Florida Department of Environmental Protection's certification process. This process collects and refines the various permitting requirements and issues an FDEP Certification. Once certified, the UAO may start work in compliance with the FDEP Certification. Whenever an application

related to a FDEP certified-project needs to be denied, the LPO must contact the State Utilities Engineer and the Office of General Counsel before a denial is issued.

5.15 Equivalency of Utility Work Schedules and Relocation Agreements to Utility Permits

Pursuant to ***UAM Section 2.1(2)*** to expedite construction of FDOT projects, FDOT may determine an approved ***Utility Work Schedule*** and a corresponding relocation agreement is equivalent to a ***Utility Permit***. This determination is made by the Chief Engineer. However, ***CPAM Section 5.6.7.*** allows the Project Administrator to expedite construction by executing a ***Utility Work Schedule*** to allow the UAO to perform the utility work and obtain an “after-the-fact” ***Utility Permit***, eliminating the need to utilize ***UAM Section 2.1(2)***.

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SECTION 6

DESIGN-BUILD PROJECTS

6.1 Project Selection:

One of the key components to the success of a project is the initial selection. The following is a “checklist” of risks to assess prior to designating the projects as Design-Build (DB).

- a. How extensive and costly are the utility relocations?
- b. If the UAO were to fail to relocate, can a contractor perform the move themselves?
- c. Is the UAO a local government that can't afford the relocation?
- d. How cooperative has the UAO been in the past with their relocations?
- e. Would handling the project as a design-bid-build project minimize the risks?

6.2 Advance Relocations and Work Relocation Schedules

Advance relocations and **Utility Work Schedules** reduce the risk of Design-Build. The higher risk assessment project can be determined by the project selection. These risks should drive the amount of project development that must be done.

Are the concept plans detailed enough to identify needed relocations that can be performed prior to the Design-Build Firm starting? If so, develop the plans to a point where the UAO can agree to relocate before the Design-Build Firm starts the project. The Department will not participate in any revisions or further reimbursements for that work.

Are the concept plans detailed enough to identify needed relocations that must be performed once the Design-Build Firm starts? If so, develop the plans to a point where the UAO can agree to relocate according to a **Utility Work Schedules** and put in them in the RFP. The Department will not participate in any revisions or further reimbursements due to changing any of the executed **Utility Work Schedules**.

6.3 RFP Development.

The DUO should ensure that all of the following are included in the RFP:

- a. Utility easement's in the project limits,
- b. UAOs with utilities in the area and their contact information,
- c. UAO's status as reimbursable or non-reimbursable,
- d. Utilities that were relocated for the project as described in **UPM Section 6.2**, and
- e. All Utility Work Schedules already executed.

6.4 Project Assistance

The DUO will schedule a mandatory meeting between the DUO, Design-Build Firm, and UAOs on all DB projects. The DUO will explain the roles/responsibilities of each party.

The DUO must assist the Design-Build Firm in understanding the time frames and the Design-Build Firm's responsibility to get relocation agreements.

6.5 District Utilities Office Assistance with Notices, and/or Orders

When a Design-Build Firm cannot obtain agreements with the UAO for necessary utility relocations or adjustments, the Project Administrator may contact the DUO. The DUO will assist the Project Administrator in issuing notices and/or orders. The DUO will coordinate these actions with the Office of General Counsel.

6.6 Utility Permitting within Design-Build Projects

On Design-Build projects, the Design-Build Firm is responsible for executing work schedules with the UAO. These work schedules are not to be attached to the ***Utility Permit***. The ***Utility Permit*** is to be processed as described in ***UPM Section 5.4*** through ***UPM Section 5.11***.

SECTION 7

SAMPLE LETTERS

These following letters are only samples. The letterhead and formatting may not be appropriate at the time similar letters are drafted. Please check the **Secretary's Style Book** when drafting letters.

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

[Date]

Notice to Submit Construction Plans Mark-Up

[UAO contact name and title]
[UAO]
[UAO address]

[UAO contact name]

Re: [FPID No:]
[Project Description]
[SR No] [Begin] to [End]

Attached is a set of **[Phase]** plans, dated **[Plans Date]**. Pursuant to s. 337.403, F.S., **[UAO]** is hereby notified that you must review the enclosed set of construction plans and submit a marked-up copy of the plans to the Department in accordance with the requirements of 2017 Utility Accommodation Manual Sections 5.2 and 5.3 to alleviate unreasonable interference with the referenced project. Additionally, **[UAO]** must indicate the voltage of all aboveground electric lines and complete the attached contact information sheet.

You are required to submit the marked-up plans and contact information sheet to **[FDOT Coordinator]** by close of business on **[Return Date]**. Project Suite Enterprise Edition (PSEE) may be used to expedite delivery.

You are further notified that failure to timely submit marked-up plans and contact information sheet may result in the Department taking action, at **[UAO]**'s cost, to locate your utilities within the project area and otherwise ascertain all above-requested information.

Sincerely,

[FDOT Coordinator]

Project Utility Coordinator

CC: [DUO]

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

[Date]

Notice to Submit Utility Work Schedule and Construction Plans Mark-Up

[UAO contact name and title]
[UAO]
[UAO address]

[UAO contact name]

Re: [FPID No:]
[Project Description]
[SR No] [Begin] to [End]

Attached is a set of **[Phase]** plans, dated **[Plans Date]**. Pursuant to s. 337.403, F.S., **[UAO]** is hereby notified that you must review the enclosed set of construction plans and submit a completed Utility Work Schedule and a marked-up copy of the plans to the Department in accordance with the requirements of 2017 Utility Accommodation Manual Sections 5.2 and 5.3 to alleviate unreasonable interference with the referenced project. Additionally, **[UAO]** must indicate the voltage of all aboveground electric lines and complete the attached contact information sheet.

You are required to submit the completed Utility Work Schedule, marked-up plans, and contact information sheet to **[FDOT Coordinator]** by close of business on **[Return Date]**. Project Suite Enterprise Edition (PSEE) may be used to expedite delivery.

You are further notified that failure to timely submit the completed Utility Work Schedule, marked-up plans, and a contact information sheet may result in the Department taking action, at **[UAO]**'s cost, to locate your utilities within the project area and otherwise ascertain all above-requested information.

Sincerely,

[FDOT Coordinator]

Project Utility Coordinator

CC: [DUO]

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

[Date]

Notice to Perform Utility Work

[UAO contact name and title]
[UAO]
[UAO address]

[UAO contact name]

Re: [FPID No:]
[Project Description]
[SR No] [Begin] to [End]

Pursuant to s. 337.403, F.S., **[UAO]** is hereby notified that you must perform the utility work specified in the attached Utility Work Schedule as scheduled to alleviate unreasonable interference with the referenced project.

You are further notified that failure to perform the specified utility work as scheduled may result in the Department taking action, at **[UAO]**'s cost, to alleviate the unreasonable interference.

Sincerely,

[[DUO]]

District Utility Administrator

CC: [DUO]

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

[Date]

Utility Certification

[UAO contact name and title]
[UAO]
[UAO address]

[UAO contact name]

Re: [FPID No:]
[Project Description]
[SR No] [Begin] to [End]

This is to certify that all necessary utility work required to eliminate utility interference with the referenced project has been completed or that all necessary agreements have been executed for utility work to be undertaken and completed during project construction.

[Add additional details as appropriate.]

Sincerely,

[[DUO]]
District Utility Administrator

CC:

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

Financial Project ID: ____	Federal Project ID: ____
County: ____	State Road No.: ____
District Document No.: ____	
Utility Agency/ Owner (UAO): ____	

CHANGE ORDER #1

This Change Order is entered into on ____ by and between ____, ("UAO") and FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), (hereinafter collectively shall be referred to as the "Parties").

WHEREAS, on ____, FDOT and the UAO entered into a "Utility Relocation Master Agreement, Relocation from Private Property" (hereinafter called "Master Agreement") which addresses generally relocation of utilities for FDOT roadway projects; and

WHEREAS, FDOT is doing a project ____, hereinafter referred to as the "Project"; and

WHEREAS, a dispute exists between the Parties as to the whether or not the UAO has compensable interest on certain areas and aspects; and

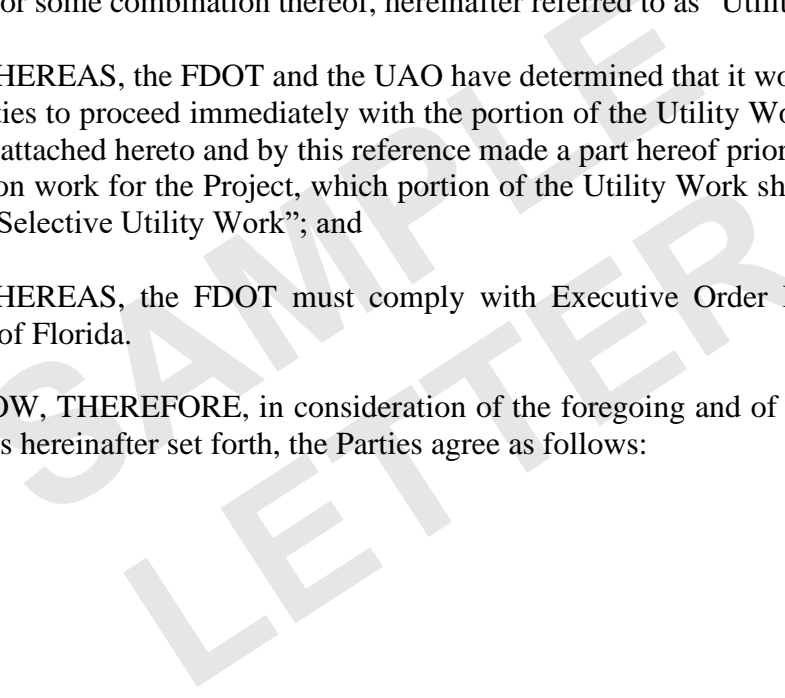
WHEREAS, the Parties desire to settle and resolve their disputes as outlined herein; and

WHEREAS, the Project requires the relocation, installation, adjustment, or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the FDOT and the UAO have determined that it would be in the best interest of the Parties to proceed immediately with the portion of the Utility Work generally described in Exhibit A attached hereto and by this reference made a part hereof prior to commencement of the construction work for the Project, which portion of the Utility Work shall hereinafter be referred to as the "Selective Utility Work"; and

WHEREAS, the FDOT must comply with Executive Order No. 20-44 issued by the Governor of Florida.

NOW, THEREFORE, in consideration of the foregoing and of the terms, conditions and agreements hereinafter set forth, the Parties agree as follows:





Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

1. The UAO shall perform the Selective Utility Work in accordance with the utility work schedule attached hereto as Exhibit B and by this reference made a part hereof (the "UWS"), the plans and specifications for the Selective Utility Work which have been previously provided by the FDOT (the "Plans"), said Plans being incorporated herein and made a part hereof by this reference, and the detailed cost breakdown for the Selective Utility Work (the "estimate") previously prepared.
2. No property interest is created pursuant to this Change Order.
3. The Master agreement applies except for those matters set forth in this Amendment.
4. Authority: The persons signing the Agreement below represent that they have full authority to execute the Change Order on behalf of and bind the designated entity.
5. Pursuant to Governor's Executive Order 20-44, if the UAO is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the FDOT must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, the UAO shall submit an Annual Report to the FDOT, including the most recent IRS Form 990, detailing the total compensation for each member of the UAO executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The UAO shall inform the FDOT of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the UAO. Annual Reports shall be in the form approved by the FDOT and shall be submitted to the FDOT at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the UAO receiving Department funding.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

Utility Company Representative:

By: _____

Name: _____

Title _____

Recommended Approval by District Utility Office

By: (signature) _____

SAMPLE
LETTER



Florida Department of Transportation

**RON DESANTIS
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**KEVIN J. THIBAUT, P.E.
SECRETARY**

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