

**CHAPTER VII
UTILITIES**

1. Utility owner must agree to include the utility adjustment in the roadway contract. This is to be covered in the utility agreement.
2. Utility relocation may be on highway right of way or on private easement owned by the utility.
3. The utility owner must agree to allow our contractor to work on their easement. This is to be included in the utility agreement. We should verify they own the easement and any limitations on its use.
4. Our contractor can work and operate on both our right of way and the utility easement, even when not directly connected to our right of way, as a part of the job site. Be sure the easement is large enough for our contractor to operate in during the relocation. Temporary construction easements may be necessary.
5. The utility owner may request exemption to any liability for negligence of our contractor working on their easement. The highway commission can assume that liability, but it should be included in the utility agreement if so desired by the utility owner. We would require our contractor (by special provision) to hold the utility harmless from all claims due to contractor negligence.
6. Subsurface information, i.e. boring data, etc., should be obtained by the utility since they may need it for the design of their relocation. The information should be on the plans.
7. Caution should be exercised in the type of utilities to be relocated in our roadway contracts. Utilities recommended are waterlines and sewer lines. Other utilities, such as gas lines, communication lines and power lines, are to be studied thoroughly before being included in the project.
8. If the utility must bear part or all of the cost of the adjustment, the utility must agree to pay a pre-deposit to the commission prior to opening bids on the project. This should be in the utility agreement. The pre-deposit will be credited to the "Missouri Highway and Transportation Department - Local Fund." Any interest earned in the fund will apply to the cost of the adjustments.
9. The utility agreement will include language that the utility will inspect the installation and assume maintenance of the facility after construction. MoDOT will also provide engineering supervision to be sure the road contractor is in compliance with the contract.
10. Utility plans and specifications are to be approved by the owner prior to submittal to the Central Office. The following items will provide minimum information to allow our road contractor to bid the work.
 - a. Individual bid items (not "lump sum") should be established to promote better bidding and to handle overruns and underruns. Bid items not included on the computer list should be "99" numbers. Bid items are to be electronically transferable from the districts.
 - b. The bid package must be in our letting format. If the package was prepared by a consultant as if they were going to let it, all bid bond or bidding procedures must be screened to remove requirements contrary to our letting requirements. We suggest you work with the Transportation Project Designer.
 - c. The specifications required by the utility owner should be reviewed for items that could cause a bid problem for our contractor. Items such as nonreadily available materials, or sizes, should be avoided.
 - d. Utility plan sheets should be approximately 533 mm x 865 mm on mylar or vellum. It would be helpful to have a 2B sheet for utility items.
 - e. Any special procedures required for the utility installation should be included in the job special provisions.
 - f. The utility package should be submitted to Central Office with other project plans and on time.
11. Use the standard "actual cost" or "lump sum" utility agreements located on the CCO website under contracts/de/Utility, <http://wwwwi/intranet/cc/contracts.asp?f=DE/Utility&nav=>.

Guidelines for Incorporating Utility Adjustments in Roadway Contracts