

Utility Policies and Procedures Manual

June 2020

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Preface

The mission of the District Department of Transportation (DDOT) is to develop and maintain a cohesive, sustainable transportation system that delivers safe, affordable, and convenient ways to move people and goods—while protecting and enhancing the natural, environmental and cultural resources of the District. Carrying out this mission often requires the relocation of non-DDOT owned utility facilities that are located within the Public Space.

The following Utility Policies and Procedures Manual (Manual) provides the policies and procedures for utility accommodation and relocation within the DDOT maintained Public Space for DDOT construction projects. The Manual establishes a fair and efficient process for completing utility work, consistent with federal and local regulations and DDOT Standards. In addition, this Manual is intended to be the companion of the DDOT Design and Engineering Manual, and together, respectively, they provide the utility coordination and technical requirements required to accomplish utility accommodation and relocation in advance of or in conjunction with DDOT construction projects.

This Manual, approved by the Federal Highway Administration (FHWA) in August 2020, replaces all previous Manuals issued by DDOT. Revisions to this manual will be made and distributed as rules or requirements change.

Utility

Policies and Procedures Manual

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PART 1 – Policies: Introduction, Legal and Standards

1.0 Overview

1.1 Introduction and Objectives

Utility accommodation and relocation plays an important role in the design and construction of roadway improvements and can have a significant impact on a project schedule and budget if not properly coordinated early in the project development process. The goal of the District Department of Transportation (DDOT) Utility Policies and Procedures Manual (Manual) is to provide consistent utility accommodation and relocation processes that will be applied throughout the DDOT project development process to reduce the risk of schedule and budget overruns. It is important that utility accommodation and relocations are coordinated at the beginning of DDOT project planning and carried through to the end of DDOT project construction and project close-out. This chapter outlines the objectives of this Manual, informs the reader of the authority by which DDOT operates and provides an organizational outline of DDOT as it relates to the utilities within Public Right of Way (ROW).

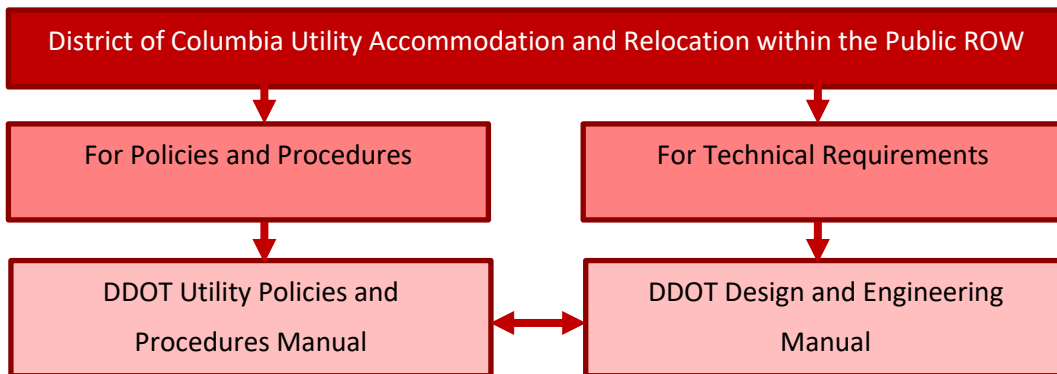
DDOT safely and efficiently constructs, maintains and operates the roadways, bridges and highway systems to the benefit of residents, visitors and other stakeholders of the District of Columbia (DC). As such, DDOT administers and has ultimate responsibility over the Public ROW within DC. There are numerous utilities whose infrastructure is located within and adjacent to the Public ROW, both above and below ground. This Manual outlines the DDOT policies and procedures to be used for the timely relocation of existing utility facilities and/or installation of new utility facilities in conjunction with all federally funded DDOT projects. These policies and procedures also apply to all utilities located within the public ROW.

This Manual is primarily for use by DDOT representatives to facilitate their efforts in the relocation and installation (accommodation) of utilities as part of DDOT projects on Federal Highways and, as such, is prepared according to the requirements of 23 CFR 645.215. It is also intended to provide guidance to utility owners, consultants, contractors and others involved in this process. This Manual outlines the internal and external procedural requirements and actions to be taken to accomplish the

relocation and/or accommodation of utilities within the Public ROW on DDOT projects in an efficient and timely manner.

This Manual establishes the governing policies and outlines the coordination and procedural requirements for utility accommodation and relocation in the Public ROW during the development of DDOT projects; whereas, the latest edition of the DDOT Design and Engineering Manual provides the technical requirements associated with utility accommodation and relocation. Refer to Figure 1-1 for a schematic illustration of the relationship between the two manuals.

Figure 1-1: Relationship between the DDOT Utility Policies and Procedures Manual and DDOT Design and Engineering Manual



The following are the objectives of this Manual:

1. To establish standard procedures for the relocation and accommodation of utilities on DDOT led projects;
2. To enable the proper performance, high quality, and timely accomplishment of utility work by utility owners in advance of or in connection with the DDOT construction project;
3. To allow utility owners to accomplish their work with the least delay and minimum interference with DDOT contractors and/or other utilities; and
4. To limit service disruptions, damage to utility facilities, and hazardous conditions through implementation of a comprehensive coordination process;

The reader is referred to Appendices A-1 and A-2 of this Manual for the glossary and a list of acronyms, respectively, used throughout this document.

1.2 DDOT Authority

DDOT has the authority to make rules and regulations, which are not in conflict with DC law, for the operation, maintenance, control, and use of District owned roadways, bridges, and highway systems within the Public ROW.

DDOT was given this authority by the Department of Transportation Establishment Act of 2002, effective May 21, 2002 [[DC Law 14-137](#); [DC Official Code §§ 50-921.03\(5\)\(A\)](#), [50-921.04\(4\)\(A\)](#), and [50-921.05\(b\)](#)] and Title VI of the Fiscal Year 1997 Budget Support Act of 1996, effective April 9, 1997 ([DC Law 11-198](#); [DC Official Code §§ 10-1141.01](#) et seq.), which was delegated to the Director of the Department of Public Works pursuant to District of Columbia Mayor's Order 96-175, dated December 9, 1996 and subsequently transferred to the Director of DDOT in section 7 of the DDOT Establishment Act (transferring to the Director of DDOT all transportation-related authority previously delegated to the Director of the Department of Public Works) ([DC Official Code § 50-921.06](#)).

Accordingly, DDOT exercises control over the occupancy of Public ROW, including the utility occupancy of the Public ROW to ensure compliance with all laws, regulations and DDOT standards, including, but not limited, to those regulations contained in District of Columbia Municipal Regulations (DCMR) Title 24. [DCMR Title 24](#) states that without a permit from DDOT, a Utility Company shall not:

- Make an excavation in or under any public street, avenue, or other public place for any purpose, including the placement of pipes, sewers, poles, wires or rails;
- Remove from or deposit on any public street, avenue, or other public place any earth or other material;
- Destroy, cut or injure the footway or roadway of any street, avenue, or other public place;
- Place or maintain in the footway of any pavement any stopcock box, street washer, vent, vault, cover, cellar door, or any hinge that projects above the level of the pavement or above any vault cover with a smooth surface;
- Erect a fence or wall, or plant a tree in any public street, avenue, or other public space, except when permitted by DCMR Title 24, Sections 102 through 104;

- Use any street for keeping, depositing, storing, displaying, selling, valet staging or valet parking of vehicles of any kind, except when authorized under a permit issued in conformity with DCMR Title 24, Chapters 3 or 16;
- Renew any structure placed on any public street, avenue, or other public place;
- Plant or remove any tree on any public street, avenue, or other public place; or
- Place any obstruction on any public street, avenue, or other public place.

When DDOT issues a permit for use of public space pursuant to utility accommodation activities by utility companies whose utilities are or will be located within the Public ROW, it shall be performed to the satisfaction of DDOT's Chief Engineer and/or Director of Public Space Regulation Division (PSRD) and under its supervision for all work on DDOT Projects. Refer to Sections 5, 6 and 7 for cost sharing responsibilities.

Pursuant to DCMR Title 24, Section 100.4, DDOT retains the right to revoke any public space permit. If a permit is revoked, the person who held that permit shall, on notice from DDOT, restore the sidewalk or parking as nearly as possible to its original condition, if it has been altered.

1.3 Enforcement

DDOT Public Space Regulation Division (PSRD) is in place to enforce public space laws and regulations and inspect all work in public space completed under a public space permit to ensure the work is completed to DDOT standards. The PSRD has the authority to shut down any illegal or non-permitted work and has the authority to engage District Metropolitan Police Department to assist if necessary.

1.4 Organization

DDOT Organization

The mission of DDOT is to enhance the quality of life for District residents and visitors by ensuring that people, goods, and information move efficiently and safely with minimal adverse impacts on residents and the environment. DDOT manages and maintains the Districts transportation infrastructure through:

- Planning, design, construction, and maintenance for the District's streets, alleys, sidewalks, bridges, traffic signals, and street lights;
- Managing and making improvements to the street system to facilitate traffic flow through the District of Columbia;
- Managing, with the Department of Public Works as a partner, the removal of snow and ice from the streets; and
- Coordinating the District's mass transit services, including the reduced-fare program for students using MetroBus and MetroRail.

DDOT is organized into five administrations, in addition to the DDOT Office of the Director, which are responsible for the different aspects of managing and maintaining the District's transportation infrastructure. The five administrations include Project Delivery, Operations, Administrative, Performance and External Affairs. Each administration reports to the Office of the Director. In terms of utility accommodation and relocation, the DDOT administration(s) that engage on a given project will depend on project type and phase of development. For more information regarding the organizational structure of DDOT, please visit the <https://ddot.dc.gov/page/about-ddot>. See Appendix A-3 for the DDOT organization chart at the time this Manual was issued.

Manual Organization

A goal of this Manual is to present the utility accommodation and relocation policies and procedures in a clear and comprehensive manner that will facilitate the proper understanding by the new reader and seasoned DDOT representative alike. As such, it is organized into four parts as follows:

- Part I - Policies: Introduction, Legal and Standards
- Part II - Procedures: Planning and Construction of Utilities
- Part III - Procedures: Special Projects
- Part IV - Appendices

Appendix A-1 and Appendix A-2 provide the Glossary and Acronyms, respectively, used throughout this Manual.

2.0 Legal (Laws, codes, etc.)

2.1 General Legal Requirements

Most actions needed for utility accommodation and relocation are governed by various federal legal requirements. A general overview of these requirements is provided as follows:

- **Statutes:** Statutes are laws passed by governing bodies. Federal laws are published in the United States Code and District of Columbia laws are published in the DC Code. Statutes often require Federal or State agencies to establish rules and regulations to carry out the intent of the legislation. These rules and regulations are published in either the Federal Register (for Federal agencies) or the DC Register (for DC agencies). The published and adopted rules are commonly referred to as “Administrative Law.”
- **Administrative Law:** Administrative laws have the force and effect of law. The Code of Federal Regulations (CFR) contains the Federal Government’s administrative law. The District of Columbia Municipal Regulations (DCMR) contains the District of Columbia’s administrative law.
- **Federal and/or Departmental Executive Orders:** Executive orders are issued from time to time under the authority of either the Executive Office of the President, or the Office of the Mayor.

The adjustment and accommodation of utility facilities on the highway system, including all district roads, federal roads, and NPS roads, and reimbursement for the costs of such work will be in accordance with the provisions of:

- Federal codes and regulations
- DC codes and regulations
- Executive Orders
- Court Cases
- DDOT Policies and Procedures

The following are federal laws and policies controlling or applicable to utility accommodation and relocation within the Public ROW (public space):

- **United States Code (USC)**, the USC contains the laws of the United States of America. These laws, among other laws, set out the responsibilities of the FHWA, which has oversight authority on transportation projects to carry out requirements of Federal law. Title 23 USC. Chapter 1 relates to Federal-aid for highways, including standards in [Section 109](#), and utility adjustments in [Section 123](#).
- **Code of Federal Regulations (CFR)**, the CFR is a codification of rules published in the Federal Register. Regulations, policies, and practices dealing with utility relocation and accommodation matters are found primarily in [23 CFR 645, subparts A and B](#). Requirements of 23 CFR 645 form the nucleus of both State and Local Public Agency (LPA) utility adjustments. Subpart A deals with utility relocation, adjustment, and reimbursements. Subpart B deals with accommodation of utilities. For other special information, refer to: The Pipeline Safety Act, [49 CFR192 and 195](#).

2.2 Legal Requirements Specific to the District of Columbia

DDOT laws and regulations on utility accommodation and relocation are generally more restrictive than the federal laws and regulations. An overview of the DC requirements is provided as follows:

- **DC Administrative Code (DC Code)**, the DC code contains the laws passed by Council, signed by the Mayor and approved by Congress. The laws are codified within the DC Code. Title 9 DC Code affects DDOT operations in two key respects, namely, the Authority to Provide Payments and Services, and Authority to Pay Public Utility Relocation Expenses pursuant to [DC Code §9-107.02](#).
- **DC Municipal Regulations (DCMR)**, the DC Municipal Regulations are adopted by DC government agencies. These regulations also have the force and effect of law. The DCMR regulations related to utility accommodation and relocation are collected in DCMR Title 24, Public Space and Safety. DCMR Title 24 governs the use of public space within the District of Columbia. Refer to DCMR Title 24 for additional information.
- **Departmental Executive Orders**. These orders are issued from time to time under the authority of the Office of the Mayor and includes DDOT Departmental Order No. 11-2010 (see Section 2.3).

2.3 DDOT Utility Accommodation Policy

Departmental Order No. 11-2010¹, dated October 22, 2010 addresses DDOT's Utility Accommodation Policy. The policy was established to provide the accommodation policy for utility facilities on public space in the District of Columbia. The policy also establishes the minimum requirements for the identification of utilities to be relocated, the method of relocation and the policy for funding the relocation of such utilities. In general, the Director of DDOT shall be responsible for identifying projects that require relocation, adjustment, replacement, removal or abandonment of utility facilities. In general, the utility owner shall relocate adjust, remove, replace or abandon utility facilities as required at the utility owner's cost, depending on the location of the project (federal, DC, other). Refer to Appendix A-4 for a copy of DDOT's Utility Accommodation Policy, as well as notable exceptions to the policy.

2.4 Other Laws, Regulations and Related Policies and Guidance

A number of other laws, regulations and related policies and guidance may be important on a project specific basis. These lesser common requirements are noted herein for DDOT representatives' general awareness and should not be relied upon as all inclusive:

- National Electric Code (NEC) – the NEC (the National Fire Protection Association's NFPA 70) is a widely-adopted model code for the installation of electrical components and systems. Its purpose is to safeguard persons and property from hazards arising from the use of electricity (NEC 90.1(A)). Improving the safety of electrical installations through participation in the NEC revision process is one of the strategies the U.S. Consumer Product Safety Commission (CPSC) staff employs to reduce potential electrical fire and shock hazards. The Occupational Safety and Health Administration (OSHA) borrowed extensively from the NEC in developing Design Safety Standards for Electrical Installations.
- National Electrical Safety Code (NESC) - NESC was developed for safeguarding people during installation, operation, and maintenance of electrical supply and communications lines. It

¹ Refer also to DC Code §9-107.02 - Authority to Pay Public Utility Relocation Expenses. This includes additional provisions for relocation, adjustment, replacement, or removal, and abandonment of utilities as part of construction or modification of a project, on or a part of the National System of Interstate and Defense Highways within the District of Columbia.

also covers equipment and associated work practices employed by public or private electrical suppliers, communications, railways and similar utilities in the exercise of their operations.

- Electric Deregulation Act - This Act requires the electric industry to restructure its operations. It also allows community owned utilities and member-owned cooperatives to choose whether they will compete with investor owned utilities. This Act can impact transportation projects. As these electric utilities break up into multiple companies, the number of entities involved in a transportation project may increase. Therefore, it is important to identify each of the parties early on in the transportation project development and include each entity in “The Process.” This also applies to the Telecommunications Deregulation Act.
- High Voltage Line Act - The High Voltage Line Act is applicable to conductors or poles carrying conductors which must be relocated or shielded only because of the dangerous proximity of conductors to construction equipment or structures. Utilities designing pole line systems in the vicinity of programmed future structures or traffic control systems or areas where crane activity is expected shall design these systems to avoid later adjustments under the High Voltage Line Act.
- Buy America - The Buy America stipulations are applicable to contracts involving Federal-aid funding. Refer to <https://www.fhwa.dot.gov/utilities/buyam.cfm>. Per section 1518 of MAP-21, if the project, as defined by National Environmental Protection Act (NEPA), has at least one federal-aid highway program (FAHP) funded construction contract authorized after October 1, 2012 or at least one FAHP funded Preliminary Engineering contract authorized after January 1, 2013, utility work must meet Buy America requirements regardless of funding source. Therefore, any utility work that is accomplished as a result of such contracts must adhere to Buy America provisions. Buy America statutory provisions are in [23 USC 313](#) and the regulatory provisions are in [23 CFR §635.410](#). In addition, the Utility Company may have their own requirements.

3.0 Governing Standards

3.1 Governing Standards

The following table represents the primary governing standards and manuals for DDOT work. In the event there is a conflict in the standards, the standard which is more restrictive or imposes a higher standard or requirement shall govern (See also Section 3.2). Any conflicts identified should be brought to the attention of DDOT.

Table 3-1: Governing Standards

Organization	Standard Description	Link ¹
DDOT	Design and Engineering Manual - current edition	https://ddot.dc.gov/page/design-and-engineering-manual
DDOT	Standard Specifications for Highways and Structures	https://ddot.dc.gov/page/standard-specifications-highways-and-structures
DDOT	Temporary Traffic Control Manual Guidelines and Standards (refer also to the Manual on Uniform Traffic Control Devices (MUTCD) published by FHWA)	https://ddot.dc.gov/page/temporary-traffic-control-manual
DDOT	Pedestrian Safety and Work Zone Standards - Covered and Open Walkways	https://ddot.dc.gov/publication/ddot-pedestrian-safety-and-work-zone-standards-covered-and-open-walkways
DDOT	Right of Way Policies and Procedures Manual	https://ddot.dc.gov/page/right-way-policies-and-procedures-manual
DDOT	Standard Drawings	https://ddot.dc.gov/page/standard-drawings-2015
DDOT	Work Zone Safety and Mobility Policy	https://ddot.dc.gov/page/work-zone-safety-and-mobility-policy

DDOT	Environmental Policy and Process Manual	https://ddot.dc.gov/page/ddot-environmentalpolicy-and-process-manual-0
DDOT	Safe Accommodations for Pedestrians and Bicyclists	https://dcregs.dc.gov/Common/DCMR/SectionList.aspx?SectionNumber=24-3315
DC	Miss Utility / District One Call	www.missutility.net
DC Water	DC Water Standard Details and Specs	https://www.dewater.com/design-standards-and-forms
ASCE	Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data CI / ASCE 38-0	https://ascelibrary.org/doi/book/10.1061/9780784406458
OSHA	Regulations/Standards	https://www.osha.gov/laws-regs/regulations/standardnumber

¹ – Links are provided to the current versions of manuals or standards as of the date of publication of this manual. Please check for updates to those manuals or standards before commencing work.

3.2 Utility Company Standards

Where there is a conflict between a standard prescribed by a utility company and any of the foregoing DDOT standards, the DDOT standard shall apply for DDOT projects and shall be applied to the design and construction of DDOT infrastructure. Application of a standard that is more stringent than the DDOT standard shall be at the utility company's cost.

PART II – Procedures: Planning and Construction of Utilities

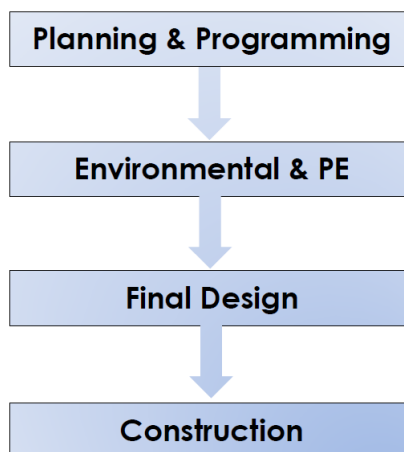
4.0 Coordination

4.1 Project Development

DDOT is the lead agency responsible for developing, maintaining and enhancing the District's transportation system, a system that includes multi-modal roadways, bridges, premium transit facilities, recreational trails, and bicycle/pedestrian facilities. Utility companies such as DC Water, Washington Gas, Pepco, etc. install, maintain and renew infrastructure, most of which is located in public space and permitted by DDOT. As such, DDOT plays an integral role in utility company projects and utility companies play an integral role in DDOT projects.

Projects led by DDOT are developed in four project phases: planning and programming; environmental and preliminary engineering; final design; and construction as shown in Figure 4-1. DDOT's Design and Engineering Manual describes DDOT's project development process and the specific requirements are outlined in the latest edition. DDOT's Environmental Policy and Process Manual provides information on DDOT Project Development Process, NEPA, DCEPA, and other local and federal environmental laws and regulations. The specific environmental requirements are outlined in the latest edition.

Figure 4-1: Project Development Process



4.2 Bi-annual Capital Improvement Plan (DCMR Requirement) Updates

In accordance with DCMR §24-3401.1, on the first day of June and December of each year, any Utility Owner with utility facilities located in the Public ROW shall submit to DDOT a plan, in a format specified by DDOT, that shows all major excavation work anticipated to be done in the Public ROW, including maintenance projects, capital projects and new business, in the two-year period immediately following the filing date of the plan ("two-year plan"). If no excavation work is planned during any or all of the two-year period, the Utility Owner shall certify to that fact.

Each utilities capital improvement plan shall include information regarding the nature and extent of the excavation work anticipated to be done in the Public ROW such that DDOT, and other utilities, can evaluate where construction conflicts may arise. This includes location, block, limits of work, start date and duration.

DDOT provides their "two-year plan" at the Monthly DDOT Utility Coordination Meeting (Refer to Section 4.3 for additional details).

4.3 Monthly DDOT Utility Coordination Meeting

DDOT conducts a monthly utility coordination meeting with representatives from all utilities and stakeholders. Where a utility operates as multiple entities from within the same organization, then each operating entity shall be represented at the monthly utility coordination meeting (for example distribution, transmission and new business). The purpose of the monthly meeting is to discuss the status of current DDOT construction projects, provide an opportunity for participating entities to communicate current and future work, and address any coordination efforts that may be required. It is important that the DDOT utility coordination manager (DDOT UCM), DDOT project manager (DDOT PM), Consultant project manager (Consultant PM), Consultant Utility Manager (Consultant UM), PSRD (refer to Section 5.1 for additional details), and representatives of the utility companies attend these meetings in order to gain a full understanding of the potential impacts that may occur due to other projects. These meetings are conducted to avoid unnecessary utility conflicts, damages, project delays, and/or redesign work on projects. Refer to Appendix A-5 for a list of utility companies and contact information.

The meeting is typically scheduled for the last Tuesday of each month, excluding August and December. The meetings are held at DDOT headquarters. In terms of regulatory requirements, DCMR §24-3401 addresses scheduling and coordination of excavation, but does not require monthly Utility Coordination meetings. These monthly Utility Coordination meetings are held as a best practice to share information between entities relating to work in the Public ROW.

4.4 PSRD Utility Coordination Meeting

PSRD conducts weekly/monthly coordination meetings with various utilities as needed.

4.5 Project Specific Coordination

The utility companies are required to participate in project specific collaboration and coordination meetings when requested by the DDOT project team. In addition, nothing in this Manual precludes the DDOT project team and Utility Company project team from meeting more frequently than identified in this Manual.

4.6 Dispute Resolution Policy

Disputes between DDOT and utility owners, developers or consultants shall be clearly defined in writing by the disputing party. Disputes should be resolved at the lowest level possible within each party:

- Any dispute between the parties that cannot be resolved by the project points of contact shall be formally presented in writing to the Chief Engineer of DDOT for review and resolution by the Chief Engineer or designee. This written notice to the Chief Engineer shall be made as soon as practical, but no later than 5 business days after the project points of contact agree they cannot resolve the dispute without support from the Chief Engineer of DDOT. The written notice shall describe the disputed issues in detail, listing only facts and in as few pages as possible, but no more than 5 pages maximum, exclusive of drawings, figures or exhibits that may be necessary to detail the dispute. The Chief Engineer shall have 30 calendar days from receiving the dispute to provide a written disposition on the dispute.
- Any dispute between the parties that cannot be resolved by the Chief Engineer of DDOT shall be formally presented in writing to the Director of DDOT for review and resolution by the Director or designee. The disputing party shall make written notice to the DDOT Director

within 5 business days after receiving a response from the DDOT Chief Engineer. The written notice shall describe the disputed issues in detail, listing only facts and in as few pages as possible, but no more than 5 pages maximum, exclusive of drawings, figures or exhibits that may be necessary to detail the dispute, as well as, a written response to the Chief Engineer's disposition of the dispute. The Director of DDOT shall have 30 calendar days from receiving the dispute to provide a written disposition on the dispute.

- If the dispute cannot be resolved by the Director of DDOT, the dispute will be resolved by binding arbitration under the rules of the American Arbitration Association (Construction Industry Rules). It is up to the disputing party to notify the other party in writing within 30 calendar days of receiving the DDOT Director's written response, that they intend to use Arbitration to resolve the dispute.

5.0 Utility Relocation (DDOT Projects)

Utility relocation refers to the process of relocating, renewing, or installing new utility facilities in advance of or in coordination with the DDOT project.

5.1 Roles and Responsibilities (District Utility Coordinator)

DDOT is responsible for the operation, maintenance and continued improvement of the transportation infrastructure within the District of Columbia. As such, DDOT typically carries out these responsibilities following the traditional Design-Bid-Build project delivery method. DDOT treats projects with alternative delivery methods as special projects. Refer to Section 8.1 for information on alternative project delivery methods.

Under DDOT led projects, DDOT is responsible for the planning and programming; environmental and preliminary engineering (PE); final design; and construction of its projects. DDOT at its own discretion either performs its responsibilities, exclusive of capital construction projects, with internal resources, or it may contract the work to consultants. DDOT contracts capital construction projects and does not perform construction; however, DDOT does perform inspection and quality assurance (QA), which includes Agency Acceptance, Independent assurance, Lab Certification Testing, etc. on construction projects. Refer to <https://www.fhwa.dot.gov/pavement/0637bsup.cfm> for additional information. Regardless of whether a project is performed with in-house resources or whether DDOT contracts the project to external resources, utility coordination occurs throughout the entire project development process.

For utility relocation projects, DDOT's policy is that it is the responsibility of the DDOT Project Manager to coordinate with the utility companies and for the utility companies to confirm in writing that the DDOT project does or does not have an impact on existing utility facilities or future planned utility facility projects. Utility Companies shall have no more than 30 calendar days to provide their written confirmation to DDOT. Refer to Appendix A-5 for a list of utility companies and contact information (A current version of this list should always be requested from the DDOT UCM).

Table 5-1 defines the roles and responsibilities for team members that may be involved in a DDOT project as they are related to utility accommodation and relocation. It should be noted that depending on the size and complexity of the project, some of the roles and responsibilities outlined

below may be combined. Table 5-1 is provided as a guide and it is up to DDOT to establish the requirements of the specific project and subsequent roles and responsibilities of each member of the DDOT Project Team.

All alternative delivery projects, other District projects, developer projects (e.g., Barry Farm, Hill East, St. Elizabeth’s), and special projects will follow the policies and procedures outlined in Section 5 unless a project specific MOA is developed with DDOT.

Table 5-1: Roles and Responsibilities for DDOT Projects

Entity	Title/Name	Responsibility
DDOT	DDOT Project or Program Manager (DDOT PM), Infrastructure Project Management Division (IPMD)	DDOT PM for the overall project. Within DDOT, this role is typically filled by an IPMD Team Leader. The DDOT PM has ultimate responsibility for the successful development of the DDOT project. The DDOT PM is responsible for coordination with Utility Companies, District agencies, and Permitting.
Consultant	Consultant Project or Program Manager (Consultant PM)	Consultant PM for the DDOT project if the work is contracted to a consultant. The Consultant PM reports to the DDOT PM. The Consultant PM is responsible for the project design development, including coordination of utility needs. Note, for Federal aid projects, the Consultant PM cannot be the responsible in charge, the DDOT PM must fill this role.
DDOT	DDOT Utility Coordination Manager (DDOT UCM)	DDOT IPMD manager for coordination with utilities. The DDOT UCM is responsible for managing the monthly utility coordination meeting, representing IPMD at the PSRD utility coordination meetings and attending project specific utility coordination meetings when required. The DDOT UCM is responsible for maintaining the current contact list for all utility companies.
Consultant	Consultant Utility Manager (Consultant UM)	Consultant UM for utilities if the project is contracted to a consultant. Depending on the size of the project, this role could be served by the Consultant PM. Consultant UM reports to the DDOT PM and Consultant PM and is responsible for coordination of the utility requirements and impacts due to the DDOT project.
Utility Owner or Utility Company	Utility Owner, Utility Company or Utility PM	Utility Owner or Utility Company is responsible for providing current information to the DDOT and/or Consultant Project Team and for providing notice of utility

Entity	Title/Name	Responsibility
		clearance ahead of award of a DDOT construction project.
Contractor	Contractor/Construction Project Manager (Construction PM) or Construction Utility Manager (Construction UM)	Construction PM or Construction UM is responsible to coordinate with the individual Utility Owners that are impacted by the construction project and the DDOT PM throughout construction. Their primary role is to ensure that utilities are protected that need protection, ensure utility facilities are modified as required by the construction plans and that the work is performed in accordance with DDOT requirements and the Utility Owner requirement.

5.2 Coordination Meetings

In addition to these defined roles and responsibilities, there are also coordination meetings where each entity involved in the project is required to participate. Sections 4.3 and 4.5 discuss the monthly DDOT utility coordination and project specific coordination meetings, respectively.

5.3 Utility Company Documentation

FHWA regulations 23 CFR §645.119 (c)(1)(iv), require documentation of actions taken in compliance with District of Columbia and Federal policies. The DDOT PM shall ensure that files are established to document actions taken or recommended during the life of the project. A separate utility file should be established for each involvement on a project. An “involvement” is defined as the issuance of a Notice to Owner for a specific utility facility on one project. The file should contain all the mandatory components and shall be organized in a uniform way throughout the District. Files that should be included are:

- Diary notes
- Copies of the supporting liability documentation
- Report of Investigation
- A copy of the Notice to Utility Owner and all response
- A copy of the Utility Relocation letters and all responses
- A copy of the Utility Clearance

- A fully executed wet-ink original of any Utility Agreement (MOA)
- A copy of the relocation plans; including any mark-ups provided by the Utility Companies
- Any correspondence between the Utility Owner, the project manager, utility manager, or Right-of Way Coordinator, and with other DDOT Divisions
- Meeting minutes
- Any discussion, meeting, or review of importance that does not generate a document for the file must be recorded in the diary or in a memorandum to the file

All project correspondence that is critical to demonstrating that utility coordination has been completed before project advertisement, including Notification Letters and Relocation Letters shall be sent using Certified Mail to document proof of delivery.

5.4 DDOT Utility Relocation Process

DDOT's utility relocation process is integral to the development of the DDOT project. The utility facilities in conflict with the DDOT project are relocated in advance of the DDOT project by the Utility Owner unless there is a project specific memorandum of understanding (MOU). For DC Water owned facilities the relocation process follows the DC Water MOA included in Appendix A-6.

Section 2 of this Manual describes the legal basis of utilities involvement in transportation projects. The Utility Owner is not normally involved in DDOT's project planning, but rather is called upon on a project specific basis to provide utility information during the project initiation phase and to assist in the scoping of DDOT's project. These involvements will make certain that all utilities affected by the proposed DDOT project have been identified. Utility facilities that are overlooked may cause costly delays in the construction of the project and pose a danger to personnel and equipment. The DDOT project development steps are outlined in Section 4.1. For the purposes of utility coordination on DDOT projects, these steps are broken down further to illustrate the coordination points between DDOT and the Utility Companies as the DDOT project progresses from planning through construction.

DDOT Project Development Steps

The DDOT project team, must make every effort to locate utilities within the project area through coordination with utility companies throughout the DDOT Project Development Process. All

underground and aerial facilities located within the project must also be included if the facility will remain within the project. Figure 5-1 provides an overview of the DDOT Project Development Process as outlined in the DDOT Design and Engineering Manual (DEM) as compared to the utility relocation project development process detailed in this Manual. Figure 5-2 provides a schematic overview of the DDOT utility relocation project development process documenting the interactions between DDOT and Utility Companies. Working in tandem with Figure 5-2, Table 5-2 provides additional detail to guide utility coordination during the development of the DDOT project.

Figure 5-1: Alignment of DDOT Project Development Process and the DDOT Utility Relocation Project Development Process

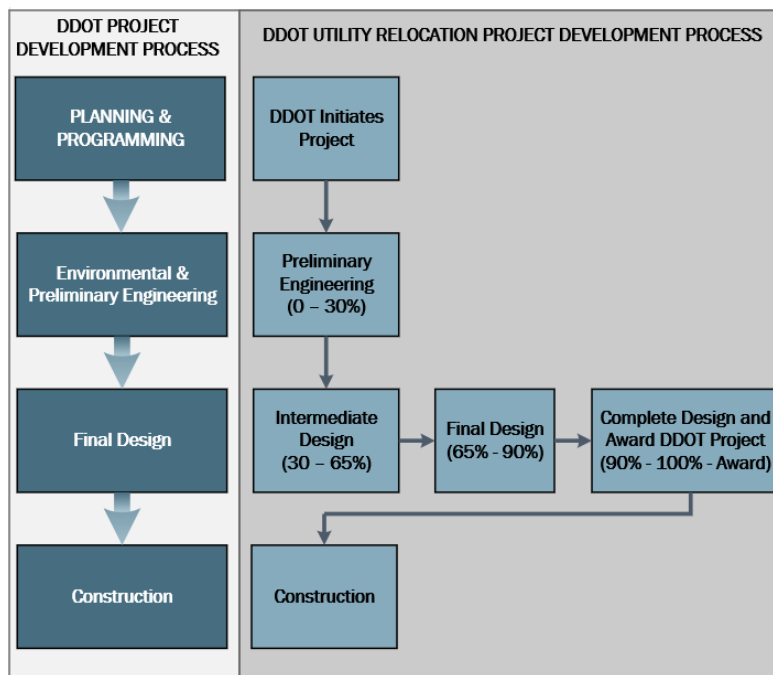


Figure 5-2: DDOT Utility Relocation Project Development Process, Overview of Interactions between DDOT and Utility Companies

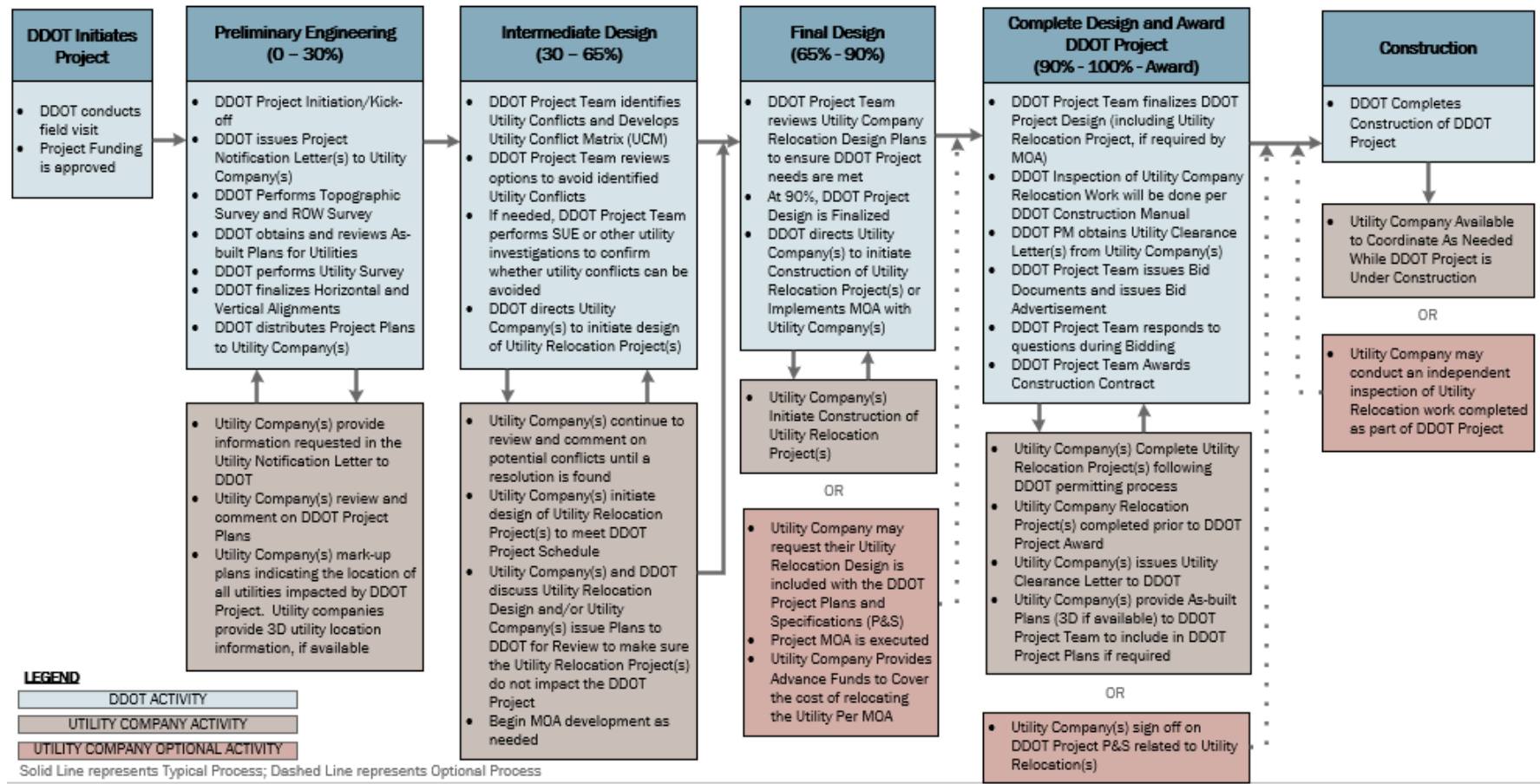


Table 5-2 Utility/Stakeholder Coordination Process for DDOT Project (Design-Bid-Build Process)

STEP	Description	Responsibility
PLANNING & PROGRAMMING Project Planning (up to 15%)		
The identification and location of all utilities that are located within the right-of-way boundaries of a planned DDOT project is the responsibility of the DDOT PM or UM.		
1	Project Initiation/Kickoff	DDOT
2	Review 2-year capital improvement plans submitted by each utility (Section 4.2) to identify potential conflicts that may arise during the projects programed construction phase. The DDOT PM should continue to monitor the bi-annual capital improvement plans as the DDOT project develops to ensure that new, overlapping, capital projects are not added within the proposed projects limits of work (see also Section 5.6).	DDOT PM
3	Identify existing utilities and other impacted stakeholders in the project area. DDOT Utility Coordination Manager to provide current utility company contact list to the DDOT PM. Provide Project Transmittal/Notification Letter to Utility Company(s) and Stakeholders (refer to Appendix A-7). Provide project information, including a map of the project area identifying the project boundaries and right-of-way (ROW), to the Utility Companies and stakeholders.	DDOT PM, Consultant PM); DDOT UCM
4	Provide information requested in the Project Transmittal/Notification Letter to DDOT	Utility Company
ENVIRONMENTAL & PRELIMINARY ENGINEERING Environmental Approval & PE (15-30%)		
It is incumbent upon the DDOT Project Team to identify all potential utility conflicts, so they may be avoided or relocated before the DDOT project construction commences. In addition, DC Code requires that all utility facilities shall be identified on the DDOT project plans and if not so identified, the District may be liable for all resulting damages to the facilities. The cost of such damages to the facilities is not Federal-aid reimbursable.		
5	Begin efforts to obtain permits required for utility investigations (refer to DEM for utility investigation technical requirements), including temporary ROW access permits and temporary ROW permits. Initiate any necessary permanent ROW acquisition negotiations and permanent construction	DDOT PM; Consultant PM

STEP	Description	Responsibility
	permitting efforts. Refer to DEM and ROW Manual for requirements.	
6	Contact each Utility Company and request as-built records and request Utility Company(s) to verify facilities within the project area; and to participate in field review . Review any as-built records, permit records and/or available geographic information systems related to the project area or provided by the Utility Company(s).	DDOT PM (or Consultant PM); Utility Company
7	Perform investigation/survey of existing utilities, to QL-B where possible. The investigation will better define existing utilities and may determine any utility conflicts in the project area that were not identified by the Utility Company(s). Provide map showing existing utilities (3D, if possible).	DDOT PM Consultant PM
8	Finalize horizontal and vertical alignments.	DDOT PM Consultant PM
9	Submit 30% plans (utility plans) per the 30% Submission requirements outlined in the DEM to Utility Company(s) and Stakeholders for review.	DDOT PM; Consultant PM; Utility Company(s)
10	Review and comment on DDOT Project Plans	Utility Company
11	Mark-up plans indicating the location of all utilities impacted by DDOT Project. Utility companies provide 3D utility location information, if available.	Utility Company
FINAL DESIGN Intermediate Design (30 – 65%)		
<p>At the 65% design stage, all utility conflicts should be known and have a plan to address each individual conflict. The DDOT project team should document this information in the Utility Conflict Matrix (UCM). An example UCM is provided in Appendix A-8.</p> <p>In addition, when the DDOT project is at 65% stage, utility company(s) should be 65%-90% design complete with their utility relocation(s).</p>		
12	Develop Utility Conflict Matrix (UCM) to document, manage and resolve utility conflicts. This process uses an avoid, mitigate and resolve approach to utility conflicts. Follow the UCM (refer to Appendix A-8) phases of documenting, managing and resolving utility conflicts, as described by SHRP2 R15B .	DDOT PM; Consultant PM; Utility Companies

STEP	Description	Responsibility
13	Document all utility conflicts and plan of action to resolve/UCM and direct utility owner if utilities need to be relocated.	DDOT PM; Consultant PM; Utility Companies.
14	Incorporate changes from 30% Design Review comments. Determine necessary utility relocations and begin developing Composite Utility Plan. In addition, the Utility Manager and Utility Companies shall follow design standards for various utility relocations and continue to coordinate with the entities being impacted. Design team, utility team, and the utilities in the project area hold a Comprehensive Utility Design and Relocation (CUDR) review meeting.	DDOT PM; Consultant PM; Utility Companies.
15	Perform additional survey, including SUE (refer to DEM for technical requirements), if agreed upon by DDOT, and to QL-A where possible.	DDOT PM; Consultant PM; Utility companies
16	Issue Utility Relocation letters (refer to Appendix A-9 for example letter) to request utility companies certify (i) if they do not have any facilities in the project area; (ii) if they have facilities in the project area that can remain; or (iii) if they have facilities in the project area that need to be relocated. The letter should include the anticipated award date for the DDOT project construction and notify the utilities to proceed with design of utility relocations for the case where they have facilities in the project area that need to be relocated.	DDOT PM
17	Initiate design of utility relocation to meet DDOT project schedule.	Utility Companies
18	Utility company to begin permitting efforts with PSRD for public space access during construction, easements and ROW acquisition for permanent construction, MOT, etc. Permitting process shall identify each utility.	DDOT PM; Utility Companies
19	Submit 65% Utility Design package to DDOT, FHWA and utility/stakeholder companies for review. Package should include construction cost estimate and schedule. Schedule a PPR meeting with DDOT.	DDOT PM; Consultant PM; Utility Companies
20	Begin MOA development as needed.	DDOT PM

STEP	Description	Responsibility
FINAL DESIGN Final Design (65 - 100%)		
21	Review utility company relocation design plans and incorporate necessary changes from 65% Design Review comments; obtain clearance letters from utilities and stakeholders in accordance with the DEM or develop a utility conflict mitigation plan.	DDOT PM; Consultant PM
22	Secure construction permits and permanent ROW/easement acquisition agreements.	DDOT PM; ROW Manager
23	Finalize construction cost estimate and schedule, Special Provisions and Specifications for DDOT Project.	DDOT PM; Consultant PM
24	Submit Final Utility Design package to DDOT, FHWA and utility/stakeholder companies. Package should include construction cost estimate and schedule, Special Provisions and Specifications.	DDOT PM; Consultant PM
25	Submit the PS&E package to FHWA (if required).	DDOT PM; Consultant PM
26	Utility Company submits relocation schedule to DDOT PM. Relocation schedule must meet DDOT's anticipated award date for construction contract.	Utility Company
27	Direct Utility Company(s) to proceed with utility relocation project construction, via formal process. (Or implement MOA with Utility Company(s)).	DDOT PM
28	Project Team finalizes DDOT Project Design (including Utility Relocation Project, if required by MOA)	DDOT PM
29	Inspection of utility relocation work carried out per DDOT Construction Manual.	DDOT PM
30	Utility Company(s) complete their utility relocation following public space permitting process, and prior to DDOT's anticipated award date for construction contract.	Utility Company
31	Utility Company(s) provide notification of utility clearance, or a committed schedule for completion of construction,) to DDOT and provide as-built information of relocated utilities per DDOT's DEM requirements (3D format if possible).	Utility Company

STEP	Description	Responsibility
32	Utility Clearance (see Appendix A-10) is submitted to FHWA for DDOT projects that have FHWA oversight (see 23 CFR § 635.309 – Authorization), or to the DDOT Chief Engineer for projects with DDOT oversight. Note that DDOT’s oversight agreement with FHWA delegates oversight responsibility to DDOT for all projects <u>except</u> those that are defined as Projects of Division Interest (PODI).	DDOT PM
33	Utility Company(s) provide as-built Plans (3D if available) to DDOT. Project Team to include in DDOT Project Plans, if required.	Utility Company
FINAL DESIGN		
Award Project		
At the award stage, all utility conflicts are resolved, and construction activities are completed.		
34	Project Team issues Bid Documents and issues Bid Advertisement and responds to questioning during bidding.	DDOT PM
35	DDOT Awards Construction contract for DDOT project.	DDOT PM
CONSTRUCTION		
Notice to Proceed		
36	Construction Contractor Builds DDOT Project.	Contractor
37	Construction Contractor Notifies DDOT PM if unknown utilities are encountered in field. Contractor coordinates with Utility Companies to identify Utility Owner. Utility Companies make site visit and verify Ownership. Utility Owner agrees if the utility may be protected in place or needs to be relocated, in which case the Utility Owner relocates the utility.	Contractor

DDOT Construction of Utility Relocation

If provided for by a DDOT and Utility Company MOA, DDOT may construct the utility relocation work as per the Utility Company design plans, as long as the work is required by the DDOT Project. In this case, the Utility Company design plans will be incorporated into the DDOT Project P&S package before bidding. If such an arrangement is made, the Utility Company must provide DDOT with a construction cost estimate for the utility relocation work. Cost, funding, inspection and other responsibilities shall be defined in the DDOT and Utility Company MOA.

Unknown Utilities Found Once Project is Under Construction

The public agency assumes responsibility for protecting utility facilities not identified in the plans and specifications for the project. The Construction Contractor is required to take reasonable and prudent steps to ascertain the exact location of underground facilities. Therefore, the Construction Contractor shall call MissUtility (<https://call811.com/map-page/washington-dc>) prior to excavating to locate all existing facilities and delineate their locations on project plans and to ensure unknown utilities are discovered. If utilities are found during the course of construction that are not identified on the project plans, the Contractor shall immediately inform DDOT. DDOT will support the contractor to coordinate with the utility companies to identify the unknown Utility Owner. Once the utility is identified, the Contractor will coordinate with the Utility Owner to relocate the utility facility in a manner that has the least impact to the DDOT project schedule and budget. If the Construction Contractor has taken reasonable steps to locating utilities, including calling 811 prior to excavating, but damages a utility facility not shown on the plans, DDOT may be responsible for damages to the facility and all resulting protection requirements and/or project delays.

5.5 Cost Responsibilities

The DDOT Utility Accommodation Policy (See Appendix A-4), outlines DDOT's policy on cost responsibilities. In general, all cost associated with the relocation of existing utility facilities in Public ROW that are in conflict with a DDOT project is born by the Utility Company and DDOT does not share in the cost. However, an individual project with a negotiated MOA or Utility Company MOA with DDOT may outline a different cost responsibility for DDOT's role in the project. Refer to Section 8 for additional details on Special Projects.

Notwithstanding any provisions of law to the contrary, pursuant to DC Code §9-107.02, whenever the Mayor of the District of Columbia shall determine that the construction or modification of a project, on or part of the National System of Interstate and Defense Highways within the District of Columbia under Title 23 of the United States Code, necessitates the relocation, adjustment, replacement, removal, or abandonment of utility facilities, the Utility Company owning such facilities shall relocate, adjust, replace, remove or abandon the same, as the case may be. The cost of relocation, adjustment, replacement or removal, and the cost of abandonment of such facilities, shall be paid to the Utility Company by the District of Columbia, as a part of the cost of such project.

5.6 Development and Review of Relocation Plans and Estimates

As outlined in Figure 5-2 and Table 5-2, each Utility Company is required to coordinate their relocation plan with the DDOT Project Team to ensure the relocation of the impacted utilities does not interfere with the DDOT Project. As such, each Utility Company is encouraged to share relocation plans with DDOT at the 30%, 65% and 90% development stages.

As noted in Section 1.1, the purpose of this manual is to ensure that utility work is coordinated early in the project development process to avoid impacts to project schedule and budget. The bi-annual capital improvement plan submitted by each utility is an integral part of this early coordination to avoid conflicts resulting from overlapping construction work zones. As such, DDOT will not agree to new capital projects being added within the limits of work of a DDOT project after 65% plans for the project are prepared (Step 19 in Table 5-2).

Exceptional circumstances may require that a Utility Company construct a capital project or new business within the limits of an active DDOT construction project. In this instance, the Utility Company should be aware that DDOT and its construction contractor will prioritize the safe, on time and on budget completion of the DDOT Project.

The Utility Company is required to complete their relocation work and provide Utility Clearance Letter(s) to DDOT prior to DDOT issuing a Notice of Award (Advertisement on Federal-aid projects) for the DDOT Project. As such, close schedule coordination is encouraged between the Utility Company and the DDOT Project Team. The Utility Company is encouraged to attend the Project Specific Progress Meetings and/or the Monthly Utility Coordination Meetings where specific design issues can be discussed and resolved in a timely manner.

5.7 Construction of Utility Relocations

When utility work is required due to a conflict with a DDOT Project, utility companies are responsible for relocating the impacted utilities in advance of the DDOT Project schedule. Utility Companies are also responsible for obtaining the necessary permits to complete the relocation work.

DDOT inspectors are assigned the responsibility and authority to conduct inspections of Utility Company work sites, and to obtain and record appropriate data. The Utility Company shall provide

the DDOT inspector with an intended work schedule and shall inform the DDOT inspector of any subsequent changes to the work schedule. Refer to the DDOT Construction Management Manual for construction inspection requirements. The Utility Company will coordinate construction inspection through PSRD and DDOT IPMD as appropriate.

Upon completion of a utility relocation project by a Utility Company, the Utility Company shall provide notification of utility clearance to the DDOT Project Team and provide the as-built plans for the completed utility relocation work.

6.0 Utility Accommodation (Utility Owner Projects)

Utility accommodation refers to the process of relocating, renewing, or installing new utility facilities under a Utility Company initiated project.

6.1 Roles and Responsibilities (Utility Owner Projects)

For Utility Company led projects PSRD will lead coordination with the Utility Company. In some cases, PSRD may coordinate the work with other DDOT divisions. DDOT IPMD responsibility for Utility Company Led Projects is to review permit applications and meet PSRD review schedule. PSRD will issue permits to enable utilities to be installed in the Public ROW.

When utility work is initiated by a Utility Company not in coordination with a DDOT Project, the Utility Company is responsible for obtaining all required DDOT plan approvals and permits as outlined in the PSRD laws and regulations. PSRD will inspect all work in public space completed under a public space permit to ensure the work is completed in accordance with DDOT standards.

For utility accommodation projects, DDOT's policy is that it is the responsibility of the Utility Company Project Manager to coordinate with DDOT on the relocation, adjustment, replacement, removal, or abandonment of utility facilities and for the utility company to confirm in writing that the project relocation, adjustment, replacement, removal, or abandonment of utility facilities does or does not have an impact on existing DDOT infrastructure or future DDOT planned infrastructure projects.

6.2 Development and Review of Utility Plans

DDOT Moratorium on Road Opening

Utility Companies should be aware that DCMR §24-3401.11 provides that other than for emergency work, a permit will not be issued for streets that have been "reconstructed or resurfaced" in the five (5) years before the Utility Company's permit application was submitted. DCMR §24-3401.12 does provide for DDOT to grant exceptions to this moratorium for good cause and at the sole discretion of DDOT. Other than for emergency work, which is explicitly excluded from the moratorium, the most common reasons DDOT grants exceptions are for new utility connections for new construction and for capping existing service when service is no longer required by the end user. If an exception is granted to a Utility Company, they may be held to a higher standard for restoring the right of way

beyond the limits of restoration provided for in DDOT's Standard Specifications for Highways and Structures.

Utility Design Requirements and Plan Development

The Utility Company is responsible for design of their own utility relocations or other utility work initiated by the Utility Company. The only exception occurs when the Utility Company has developed a project specific MOA with DDOT.

In general, the Utility Company will follow the design requirements established by the Utility Company, as well as any design and safety requirements established by federal law, District law and other adopted standards and requirements; however, if there is a conflict between the Utility Company's requirements and DDOT DEM or the DDOT Standard Specifications for Highways and Structures, DDOT standards and requirements shall govern.

DDOT Plan Preparation Policy for Utility Work

DDOT personnel shall not develop plans, estimates, or other related data for the Utility Company, unless agreed upon through a DDOT and Utility Company MOA. If a MOA is established for the utility work, the Utility Company will follow the DDOT project development process outlined in Section 4.1.

Utility Plan Submission Requirements and DDOT Review

Refer to the DDOT DEM for Utility Company Plan requirements. DDOT will review Utility Company plans in accordance with the DDOT DEM.

Any changes to approved work shall be brought to DDOT's attention and DDOT will review the changes. Utility Companies shall notify DDOT in writing of pending changes, with a brief description of the changes, as soon as practical, but no less than 14 calendar days before the next Utility Plan Submission.

Construction of Utility Accommodation Design Plans

Utility Companies have the sole responsibility of constructing utility facility projects initiated by the Utility Company. It is also the Utility Company's responsibility to construct the utility work in accordance with the approved design plans and specifications.

6.3 Cost Responsibilities

The Utility Companies are responsible to pay for all costs associated with the installation, removal, relocation or abandonment of utilities, including pavement restoration with markings to DDOT standards. Refer to DDOT Standard Specifications for Highways and Structures.

6.4 Construction Inspection

DDOT inspection of a Utility Company project shall follow the PSRD inspection process unless construction inspection has been delegated to other DDOT Divisions, or alternative provisions made in a DDOT and Utility Company MOA.

Safety Precautions

Safety precautions are necessary for all types of construction, especially those that interface with the public. As such, Utility Companies must take necessary precautions while performing the utility work within the Public ROW as the work has the potential to affect the safety and convenience of the public, and the property owners abutting the construction work. Safety precautions begin in the planning phase of a project and must be considered throughout design of the work. During construction, Utility Companies shall take precautions to protect the public, which includes all requirements of the DDOT permit.

6.5 As-built Drawings / Utility Data Requirements

DDOT's as-built drawing and utility data requirements are established in the DDOT DEM. Refer also to Section 3 for additional governing standards that apply. Within 30 calendar days of completion of the Utility Company's project, as-built drawings will be provided to DDOT for record keeping. As-built plans shall meet DDOT standards. In addition to these requirements, project specific requirements may be established under special circumstances and will be documented in a DDOT and Utility Company MOA and/or PSRD permit.

7.0 Emergency Work (Utility Company or Private Developer Work)

7.1 Emergency Work Policy

Emergencies are defined in regulations and policy (DCMR §24-3403.9) and Standard Specifications for Highways and Structures. The DCMR provision defines an emergency as “any action necessary for the preservation of life or property or for the restoration of interrupted service provided by a utility”. The Standard Specifications define an emergency much the same way (“a threat to public safety or a situation in which vital [i.e. electricity, gas, water, sanitary sewers, storm sewers, or telephone services to a premise] service has been disrupted.”—107.08). In accordance with OSHA and MUTCD, the Utility Company shall address the emergency to protect public health and safety first and foremost. Upon discovery of the emergency, the Utility company shall 1) notify DDOT Public Space Regulation Division, 2) submit permit application through DDOT’s Transportation Online Permit System (TOPS), and 3) protect and begin restoration of the public space.

7.2 Roles and Responsibilities

The Utility company and DDOT’s primary goal is to protect the public from the emergency condition. The Utility Company’s role is to apply for the public space permit through TOPS and obtain approval within the Public Space Permitting Process. DDOT’s role is to review and approve the utility company’s permit application.

Using TOPS, Utility companies report emergencies 24 hours a day, 7 days a week. Utility Companies initiate a report whenever a crew is dispatched to investigate any report the utility receives of an emergency in public space. When an emergency report results in an excavation, the utility is then required to submit a public space permit application through the normal permitting process in accordance with DCMR Title 24 Chapter 33.

7.3 Cost Responsibilities

All costs for emergency work by utility companies shall be the responsibility of the utility company, including public space permit application, DDOT construction inspector(s), field testing, etc. needed to address the emergency.

7.4 Construction Inspection

During and post emergency, DDOT shall inspect the restored infrastructure for compliance with DDOT standards and specifications.

7.5 As-built Drawings / Utility Data Requirements

As-built plans and utility data requirements as outlined in the TOPS permit shall be submitted to DDOT within seven (7) days after the emergency work is completed by the utility company.

PART III – Procedures: Special Projects

8.0 Special Projects with Independent Policies and Procedures

There are many DDOT policies and procedures that affect utility relocation on transportation projects. Most of these policies and procedures have been included in the text of previous chapters of this Manual. The following sections of this chapter address special projects with independent policies and procedures.

8.1 Alternative Project Delivery Methods

DDOT’s policy for alternative project delivery projects is that the project team will follow the policies and procedures outlined in this Manual. However, the project team may develop additional project specific utilities standards of practice with approval of the DDOT Director.

8.2 Streetcar

The DC Streetcar is an on-street streetcar system that was one of the outcomes of the District of Columbia Transit Improvements Alternatives Analysis. The Streetcar system is meant to fill gaps in the existing transportation network. Currently, the H Street/Benning Road line is operational, with planning underway for additional segments. For additional information, including an overall network map, see www.dcstreetcar.com.

DDOT’s policy for streetcar projects is that the project team will follow the policies and procedures outlined in this Manual. However, the project team may develop additional project specific utilities standards of practice with approval of the DDOT Director.

8.3 DC PLUG

The DC Power Line Undergrounding (DC PLUG) solution was derived from the Power Line Undergrounding Task Force, which was established August 16, 2012. Through a collaborative process that involved multiple stakeholders, including all utilities, the Government of the District of Columbia approved a multi-year \$1 billion power line undergrounding project to help prevent prolonged electric service outages during significant weather events.

DC PLUG represents a public-private partnership between the District Government and Pepco that will result in the strategic undergrounding of overhead feeders in Wards 3, 4, 5, 7 and 8. The high-

voltage feeders most affected by outages will be installed underground. About half of the District is already served by underground lines. Secondary and service lines will remain overhead on the existing poles. The most current information about the powerline undergrounding project is available here: <https://dcpluginfo.com/>

DDOT's policy for DC Plug projects is that the project team will follow the policies and procedures outlined in this Manual. However, the project team may develop additional project specific utilities standards of practice with approval of the DDOT Director. In addition, Appendix A-11 provides a copy of the DDOT and Pepco Process Agreement for this project.

8.4 Cellular Network Infrastructure

DDOT's policy for Cellular Network Infrastructure projects is that the project team will follow the policies and procedures outlined in various MOAs. However, the project team may develop additional project specific utilities standards of practice with approval of the DDOT Director.

8.5 Railroads

There is an existing railroad network within the District of Columbia. DDOT does not have rights to access the railroad property, unless a right-of way easement or the land ownership is transferred to DDOT.

DDOT's policy for projects that involve the Railroad is that the project team will follow the policies and procedures outlined in this Manual. However, the project team may develop additional project specific utilities standards of practice with approval of the DDOT Director.

An agreement between the railroad and DDOT is required on all projects that will alter an existing railroad facility or encroach on a railroad ROW. Although the content of the agreement will differ for every project, each will typically include clauses that address the following:

- A description of the project scope and the services to be provided by the railroad and DDOT;
- Reimbursement of railroad costs for design review, flaggers and any construction work to be completed by the railroad (for example a level crossing for construction access);
- Insurance requirements;
- Schedule;

- Provisions relating to potential environmental contamination;
- Requirements for obtaining right of entry to railroad right of way; and
- District anti-deficiency provisions.

8.6 Bus Stops (Clear Channel and Century Link)

DDOT's policy for Clear Channel and Century Link Infrastructure projects is that the project team will follow the policies and procedures outlined in various MOAs; however, the project team may develop their own project specific utility manual with approval of the DDOT Director.

8.7 Anacostia Waterfront Initiative

The Anacostia Waterfront Initiative (AWI) is a 30-year plan transforming the shores of the Anacostia River into a world-class waterfront. Led by the District of Columbia government and embraced by 19 regional and federal agency partners, the Anacostia Waterfront Initiative area straddles the Anacostia River and weaves through District Wards 5, 6, 7 and 8, stretching from the Tidal Basin to the District's northeast border with Maryland. More information can be found here: <https://www.anacostiawaterfront.org/>

DDOT's policy for AWI projects is that the project team will follow the policies and procedures outlined in this Manual unless they include other special project elements as described in the preceding sections.

PART IV – Appendices

A-1 Glossary

Below is a list of definitions for terms commonly used throughout this Manual:

Clearance Letter	A letter issued by DDOT indicating that all utility 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.
DC	The government of the District of Columbia.
District	The government of the District of Columbia (see also DC).
District Agency	A department, agency, or instrumentality of the District of Columbia or any person who has the authority to acquire property by eminent domain, for public purposes, under District law.
Facility	Synonymous with utility facility. A facility is any pole, pipeline conduit; cable, aqueduct, or other structure or appurtenance used for public or privately-owned utility services, or used any mutual organization supplying water or telephone service to its members.
Federal-aid	A project funded in whole or in part under, or requiring an FHWA approval pursuant to provisions in, Chapter 1 of Title 23, United States Code.
FHWA	District of Columbia Division of the Federal Highway Administration of the US Department of Transportation.
Mayor	Mayor of the District of Columbia.
MOA/MOU	Memorandum of Agreement / Memorandum of Understanding. An MOA is a written, legally binding agreement between two or more parties.

NEPA	National Environmental Policy Act as defined by 23 CFR 771.
PE	Preliminary Engineering - All activities required to develop engineering studies and plans for the construction of transportation improvement projects.
PM	Project Manager - the manager responsible for the overall project development.
Public Space	Refers to all the publicly-owned property between the property lines on a street, park, or other public property, as such property lines are shown on the records of the District, and includes any roadway, tree space, sidewalk, or parking between such property lines.
Right of Entry	Right granted by the owner to permit DDOT or its agents to enter upon a property to perform certain work prior to the acquisition of the proposed right-of-way or easement.
Right of Way	Refers to the surface, the air space above the surface (including air space immediately adjacent to a private structure located on Public Space or in a Public Right-of-Way), and the area below the surface of any public street, bridge, tunnel, highway, lane, path, alley, sidewalk, or boulevard.
Utility Accommodation	The addition of a utility facility which includes removing and reinstalling the facility; including necessary temporary facilities; acquiring necessary right-of-way on a new location; moving, rearranging or changing the type of existing facilities; and taking any necessary safety and protective measures. Under Utility Accommodation, the Utility Company is initiating the project due to its own purposes.
Utility Company	Public utilities provide water, electricity, natural gas, telephone service, and other essentials. Utilities may be publicly or privately owned.
Utility Owner	Any private entity or public body (including city, county, public corporation, or public district) that owns and /or operates a utility facility.

Utility Relocation The adjustment of a utility facility which includes removing and reinstalling the facility; including necessary temporary facilities; acquiring necessary right-of-way or permit for a new location; moving, rearranging or changing the type of existing facilities; and taking any necessary safety and protective measures.

A-2 Acronyms

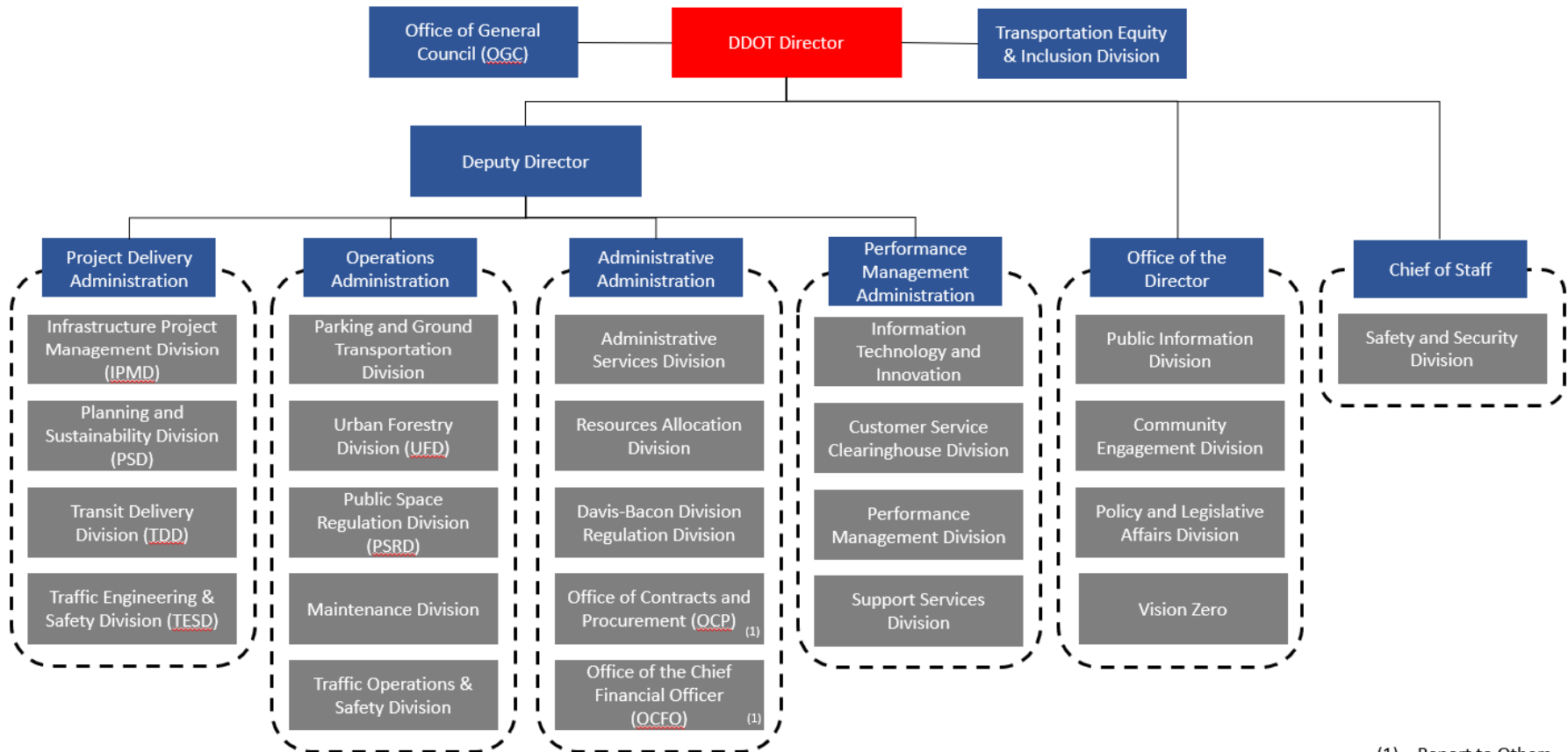
Acronym or Abbreviation	Description
AASHTO	American Association of State Highway Transportation Officials
ACPM	WMATA Adjacent Construction Project Manual
ASCE	American Society of Civil Engineers
AWI	Anacostia Waterfront Initiative
CFR	Code of Federal Regulations
DC	District of Columbia
DCEPA	District of Columbia Environmental Protection Agency
DCMR	District of Columbia Municipal Regulations
DC PLUG	District of Columbia Power Line Undergrounding
DC Water	Water and Sewer Authority (District of Columbia)
DDOT	District Department of Transportation
EPA	U.S. Environmental Protection Agency
FHWA	Federal Highway Administration
LPA	Local Public Agency
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MUTCD	Manual on Uniform Traffic Control Devices
NE	Northeast
NEC	National Electric Code
NEPA	National Environmental Policy Act
NESC	National Electric Safety Code
NPS	National Park Service
NW	Northwest
OSHA	Occupational Safety and Health Administration
PE	Preliminary Engineering
Pepco	Potomac Electric Power Company
PM	Project Manager
PS&E	Plans, Specifications & Estimates
PSRD	Public Space Regulation Division

Utility

PUC	Public Utilities Commission
QL	Quality Level
RCN	Residential Communications Network
ROE	Right-of-entry
ROW	Right-of-way
SE	Southeast
SUE	Subsurface Utility Engineering
SW	Southwest
TOPS	Transportation Online Permit System
TRB	Transportation Research Board
USC	United States Code
WMATA	Washington Metropolitan Area Transit Authority

A-3 DDOT Organization Chart

District Department of Transportation Organization Chart



A-4 DDOT Utility Accommodation Policy

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION**



ADMINISTRATIVE ISSUANCE SYSTEM

DEPARTMENTAL ORDER NO. 11-2010

DATE: October 22, 2010

SUBJECT: DDOT Utility Accommodation Policy

I. PURPOSE

This departmental order is established to provide the accommodation policy of utility facilities on public space in the District of Columbia. The District Department of Transportation (“DDOT”) developed this policy in the interests of safety, protection, utilization and future development of Highways with due consideration given to the public welfare afforded by adequate and economical Utility installations.

This policy is established to regulate the relocation of utility facilities within the limits of the District. It establishes minimum requirements for the identification of utilities to be relocated, the method of relocation and the policy for funding the relocation of such utilities.

II. AUTHORITY

This policy is authorized by the District Department of Transportation Establishment Act of 2002, effective May 21, 2002 (D.C. Law 14-137; D.C. Official Code § 50-921.01 et seq. (2010)), which, *inter alia*, charges DDOT with the responsibility to manage and construct capital projects related to the design and installation of streets, alleys, curbs, gutters, bicycle lanes, sidewalks, streetscapes, and medians, and is further required by 23 CFR § 645.211.

III. POLICY

- A. The Director shall identify projects that are subject to relocation, including, but not limited to, projects on or that is a part of the National System of Interstate and Defense Highways within the District of Columbia under Title 23 of the United States Code, necessitating the relocation, adjustment, replacement, removal, or abandonment of utility facilities, the utility owning such facilities shall relocate, adjust, replace, remove, or abandon the same, as the case may be.

- B. Relocations shall be performed in accordance with the DC Construction Manual Section 13, Utility Installation, and 23 CFR § 645.
- C. It is the policy of DDOT to require utility companies to pay for the relocation of their facilities if the Director determines that they need to be relocated to accommodate a construction project on highways or public space in the District.
- D. This policy mentioned in section III.C. is enforced through the terms of agreements between DDOT and the utility companies.
- E. Notwithstanding section III. C., District funds may be used for utility relocation if the utility is a federal agency, such as the Architect of the Capitol.
- F. District funds mentioned in section III.E may only be used for costs associated with moving a structure that houses utility equipment, such as a duct bank.
- G. District funds mentioned in section III.E may only be used if those funds will be fully reimbursed by federal funding.

IV. Issuance Applicability

This Order is to be given to each DDOT employee for his or her review based on the applicability of this policy to his or her job.

V. Applicability

This Order shall apply to all DDOT employees who help shape the Director's decision as to whether a utility relocation is necessary, whether the relocation is being performed in accordance with applicable regulations, and whether the relocation qualifies for 100% federal funding via a Congressional earmark.

VI. Effective Date

This policy shall take effect immediately upon the execution of this Order.



Gabe Klein
Director

10/27/10
Date

A-5 Utility Company Contact List

DDOT Utility Contact List

Utility Company Name	Mailing Address	Phone Number	Website
AT&T CORPORATION (TCG) and AT&T Network Operations	Headquarter 208 S. Akard St. Dallas, TX 75202	1-210-821-4105	www.att.com
*AOC CONNECT, LLC (f/k/a MFN Global Services, LLC)	14030 Thunderbolt Place, Ste. 700 Chantilly, VA 20151	703-345-5757	www.aocconnect.com
AINET	11700 Montgomery Rd. Beltsville, MD 20705	301-931-6574	www.ai.net
CENTURY LINK/ FORMERLY LEVEL THREE (3) COMMUNICATIONS, QWEST	Corporate Headquarters 100 CenturyLink Drive Monroe, LA 71203	318-388-9000	www.centurylink.com
COGENT	2450 N Street NW Washington, DC 20037	202-295-4200	www.cogentco.com
COMCAST	9609 Annapolis Road Lanham, MD. 20706	1 -800- 934-6489	www.comcast.com
CROWN CASTLE FIBER- FORMERLY LIGHT TOWER & SIDERA	10976 Richardson Road ASHLAND, VA 23005	1-877-486-9377	www.crowncastle.com
CSX TRANSPORTATION	Corporate Headquarters 500 Water Street, 15th Floor Jacksonville, FL 32202	904-359-3200	www.csx.com
DC DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS (DCRA)	110 4th Street SW Washington D.C. 20024	202-442-4400	www.dcrd.dc.gov
DC NET-CITYWIDE COMMUNICATIONS NETWORK	655 15th Street, NW, Washington, DC 20005	202-715-3800	www.dcnet.dc.gov
DC WATER	1385 Canal Street, SE	202-787-2000	www.dewater.com

	Washington, DC 20003		
DDOT ITS COMMUNICATIONS DEPARTMENT	55 M St SE. 400 Washington, DC 20003	202-671-0493	https://ddot.dc.gov
ERICSSON/FORMERLY SPRINT/NEXTEL	Facilities Engineering/OSP East Box 113, 484 Williamsport Pike Martinsburg, WV 25404	972-583-0000	www.ericsson.com
EXPRESS TECHNOLOGIES	1127 International Parkway, Suite 293 Fredericksburg, Virginia 22406	540-752-6691	www.express-tek.com
FIBERLIGHT (FORMERLY ESPIRE)	11700 Great Oaks Way, Suite 100 Alpharetta, GA 30022	844-509-0775	www.fiberlight.com
JONES UTILITIES CONSTRUCTION, INC.	436 TV Drive Fredericksburg VA 22408	540-891-5545	www.jonesutilities.com
NUSTAR ENERGY L.P. (Andrews Air Force Terminal)	Corporate Headquarters 19003 IH-10 West San Antonio, TX 78257	210-918-2000	www.nustarenergy.com
PEPCO/Exelon	Corporate Correspondence Pepco PO Box 97274 Washington, DC 20090-7274	202-833-7500	www.pepco.com
QWEST GOVERNMENT SERVICES, INC. (DBA CENTURY LINK)	2900 Towerview Rd Ste 150 Herndon, VA 20171	443-354-4921	www.centurylink.com
RCN	10000 Derekwood Lane Lanham, Maryland 20706	301-531-7827	www.rcn.com
SIRIUS RADIO (formerly XM)	P.O. Box 33174 Detroit, MI 48232	202-380-4000	www.siriusxm.com
SPRINT	KSOPHT0101-Z4300 6391 Sprint Parkway	1-888-211-4727	www.sprint.com

	Overland Park KS 66251-4300		
THE ZAYO GROUP (FORMERLY ABOVE NET)	1821 30th Street, Unit A Boulder, CO 80301	303-381-4683	www.zayo.com
VERIZON	1095 Avenue of the Americas, New York, NY 10036, USA	212-395-1000	www.verizon.com
WASHINGTON GAS	6801 Industrial Road, Springfield, Virginia 22151	1-844-927-4427	www.washingtongas.com
WMATA/JDAC	600 5th Street, NW Washington, DC 20001	202-962-1234	www.wmata.com
X-O COMMUNICATIONS	13865 Sunrise Valley Dr. Herndon, VA 20171	703-547-2000	www.xo.com

MISS UTILITY / DISTRICT ONE CALL	7223 Parkway Drive, Suite 100 Hanover, MD 21076	410-712-0056	www.missutility.net
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A-6 DC Water MOA



DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
5000 OVERLOOK AVENUE, S.W., WASHINGTON, D.C. 20032

OFFICE OF THE GENERAL MANAGER
TEL: 202-787-2609
FAX: 202-787-2333

October 17, 2002

MEMORANDUM

TO: Henderson Brown
General Counsel

Paul Bender
CFO/Deputy General Manager

FROM: Jerry N. Johnson
General Manager

SUBJECT: Memorandum of Agreement Between the D.C. Department of
Transportation and the D.C. Water and Sewer Authority

Attached for your records is an executed original of the Memorandum of Agreement Between the D.C. Department of Transportation And the D.C. Water and Sewer Authority ("MOA") establishing the basic principles of cooperation between the two organizations with respect to project design and planning, construction, cost sharing, method of payment and other relevant matters.

Other originals of this document have been distributed as follows:

John Koskinen
Dan Tangherlini
Pamela Graham
Frank Seales

JNJ:aeg

Attachment

c: Johnnie Hemphill, Assistant to the General Manager

**Memorandum of Agreement
Between
D.C. Department of Transportation
And
D. C. Water and Sewer Authority**

The purpose of this Memorandum of Agreement (MOA) is to establish the basic principles concerning how the two agencies of the District of Columbia will coordinate and share responsibilities and cost for construction of D.C Water and Sewer Authority (DC WASA) infrastructure projects undertaken by the District Department of Transportation (DDOT).

1. Design Scope Development

- a. DDOT will, as early in the road planning and design process as possible, provide information in writing to DC WASA regarding the scope and schedule of its road projects.
- b. DC WASA will review the DDOT project scope, and within thirty (30) working days of receipt will respond in writing to DDOT.
- c. DC WASA will identify the extent of the WASA facilities (i.e. water lines, sewer lines, storm sewers, manholes, valves, catch basins, and other appurtenances), which will have to be relocated, enlarged or in other ways reconfigured due to DDOT's requirements for the project.
- d. DC WASA will specify:
 1. Requirements for modifications to WASA facilities, and
 2. Additional modifications to DC WASA facilities that DC WASA proposes as betterment to its system. For example, betterments may include separation of combined sewers and the replacement of a 6-inch water main with 8-inch water main.

2. Design

- a. DC WASA and DDOT will jointly ensure that all water, sewer and storm sewer modifications necessitated by the project will be accomplished within the time limits required by the DDOT project schedule.
- b. The design of DC WASA facilities to be included in DDOT construction contracts will generally be accomplished by DC WASA or its consultants and provided to DDOT for incorporation into the contract documents.

- c. On the occasions when it is to the mutual benefit of the parties, or as necessitated by project schedules, DDOT may administer the design of the relocation or modification of DC WASA facilities. If this is the case, the design will be done in accordance with DC WASA design standards, and will be submitted for review and approval by DC WASA at the 30%, 65% and 100% completion stages.

3. Construction

- a. DDOT will procure and administer the construction contract, which will include separate pay items for work associated with DC WASA facilities. DC WASA will approve all pay items in advance of bidding.
- b. DDOT will manage the progress of the work and will coordinate with DC WASA so that DC WASA may inspect the work on DC WASA facilities, as it deems necessary.
- * c. At the conclusion of construction, DDOT will prepare and deliver as-built drawings of its facilities, including DC WASA facilities constructed under the project, to DC WASA.

4. Cost Sharing

- a. DDOT and DC WASA will share the costs for design, construction, inspection and administration of the WASA facility work as follows:
 - 1. Costs associated with betterment modifications of DC WASA sewer/water lines and facilities will be borne by DC WASA.
 - 2. Cost associated with relocation or modification of DC WASA sewer/water lines required to meet the objectives of the project, whose costs will be shared equally by both DDOT and DC WASA.
 - 3. Costs associated with the collection of storm water from public space, including catch basin and connecting pipe, shall be the full responsibility of DDOT.
 - 4. Costs associated with the extension of existing storm water facilities required by roadway extension or improvement shall be the full responsibility of DDOT.
 - 5. All printing and administrative costs associated with incorporation of DC WASA work into the DDOT projects will be borne by DC WASA.
- b. DC WASA hereby also agrees to reimburse DDOT for all administrative and construction management costs which are determined by DC WASA to be reasonably attributable to the construction of DC sewer/water lines and facilities, and are the cost responsibility of DC WASA under this agreement.

1. DDOT administrative costs will be considered separately from construction contingencies.
 2. Funds determined adequate by DC WASA to cover construction contingencies will be determined by DC WASA for each project and will be placed into the escrow fund by DC WASA as part of the budget for each project.
 3. Unusual costs such as special mobilization, special traffic control, or other unusual costs will also be identified separately and placed into the escrow fund as part of the project budget if such costs are determined to be reasonable by DC WASA.
- c. DC WASA and DDOT will jointly determine reasonable DDOT administrative and management costs as follows:
1. For work administered directly by DDOT the DDOT fee will be based on a reasonable determination of costs by DDOT and reviewed and approved by DC WASA. These costs will be based on cost and/or accounting data and projections that demonstrate a rational basis for the fee. This fee is subject to yearly adjustment if justified by new data.
 2. For work administered by the Federal Highway Administration/Eastern Federal Lands Highway Division for DDOT under current agreements, DC WASA will pay actual costs as charged by FHWA/EFLHD to DDOT in accordance with the current agreement between DDOT and FHWA/EFLHD.
 3. For future third party managed work that DDOT may elect to utilize DC WASA will pay for reasonable costs as determined by DDOT and reviewed and accepted by DC WASA
- d. Costs for DC WASA inspection of the facilities constructed at DDOT cost shall be fully borne by DDOT. Reimbursement for these inspections shall be based on the actual costs incurred by DC WASA to perform the inspection and may be excluded or deducted from the escrow required by section 5.

5. Method of Payment

- a. Upon receipt of the construction bids, and evaluation of the low bid price by both DC WASA and DDOT, DC WASA will make a good faith effort to transfer funding covering its cost responsibility as defined above within 30 days. Funds will be deposited into an escrow account:

1. DC WASA will set up an escrow account with its depository bank, in DDOT's name, for the purpose of satisfying its obligations under this agreement for road projects undertaken by DDOT.
2. This escrow account will be an interest bearing account with interest credited to DC WASA. The escrow account will be set up so that each project has a separate accounting.
3. The initial cash deposit will be made to the account for each project contract that was executed. The cash in this account will serve as the budget authority / advance funding for each project, allowing encumbrance of the project.
4. Funds will remain in the account until needed to pay invoices to vendors and contractors, and all interest earnings on unspent funds would accrue to DC WASA.
5. Each month DDOT will forward an invoice reflecting DC WASA's share of the construction payments DC WASA for review and approval.
6. As an alternative to an escrow account, DC WASA will set up a letter of credit in DDOT's name with advance notification provided by DC WASA to DDOT. Monthly invoicing and payment procedures by DC WASA to DDOT would remain the same as discussed above.

6. Contingency (Additional Services)

- a. In the event of cost overrun involving DC WASA work done under the contract, where a change order is required, DC WASA will be responsible for its share of the additional services to be performed. DC WASA will cover the unanticipated cost overrun with moneys deposited into the escrow account to cover contingencies.
- b. DC WASA shall review and must approve all changes in the scope of the original design of DC WASA facilities as a precondition to authorizing payments from the escrow account.

7. Special Provisions

In cases where DDOT is required to make advance payments to fund construction pursuant to a Memorandum of Agreement with other municipal or federal agencies, (i.e., the Eastern Federal Lands Highway Division – EFLHD), DC WASA also will be required to advance its portion of the project costs.

8. Reconciliation

- a. Within 60 calendar days of the date of final payment to the contractor, DDOT will provide DC WASA with a close out package containing sufficient information to allow DC WASA to audit total payments made to the contractor from the DC WASA escrow account.
- b. At a minimum, the close out package will include "as-built" drawings, records of quantities of work completed, and details of all change orders executed.

9. Disputes

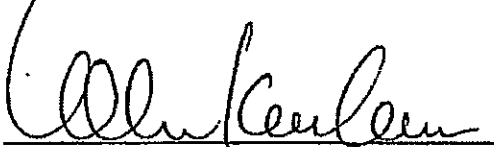
- a. Disputes between the parties of this MOA will be resolved between the Chief Engineers of DDOT and DC WASA.
- b. If the dispute cannot be resolved by the parties named in a. above, the dispute will be resolved by binding arbitration under the rules of the American Arbitration Association, Construction Industry Rules.

10. Periodic Reporting

DDOT will provide DC WASA with a monthly accounting of the DC WASA escrow account, which will include the following:

- i. Accounting for each project for which DC WASA has contributed funding;
- ii. Amount originally paid to DDOT;
- iii. Approved changes;
- iv. Amount subtracted for payments to contractor;
- v. Amount remaining;
- vi. Amount of interest accrued;
- vii. And Contingency balance.

AGREED TO:



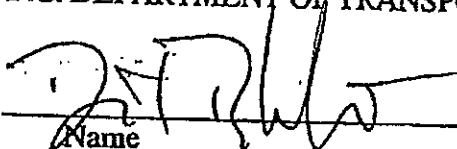
John Koskinen, City Administrator
for the District of Columbia



Date

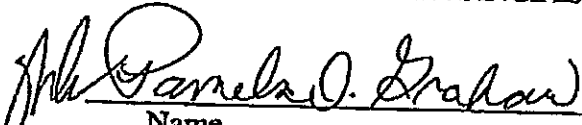
AGREED TO:

**ACTING DIRECTOR OF TRANSPORTATION
D.C. DEPARTMENT OF TRANSPORTATION (DDOT)**


Name

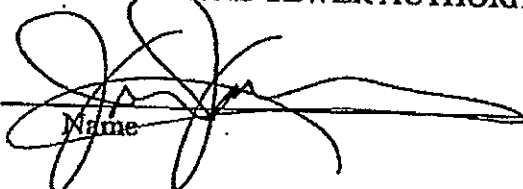
9/17/02
Date

**CHIEF FINANCIAL OFFICER FOR DDOT/DPW/DMV
OFFICE OF THE CHIEF FINANCIAL OFFICER**


Name

9/19/02
Date

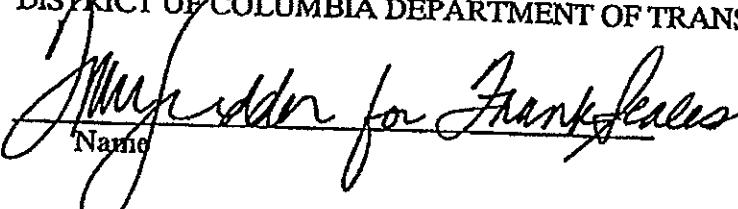
**GENERAL MANAGER
D.C. WATER AND SEWER AUTHORITY (DC WASA)**


Name

10/4/02
Date

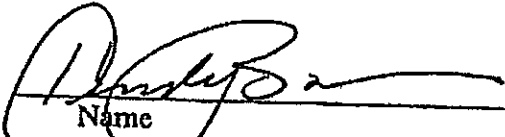
APPROVED AS TO FORM AND LEGAL SUFFICENCY:

**GENERAL COUNSEL
DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION**


Name

9-17-02
Date

**GENERAL COUNSEL
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**


Name

10-4-02
Date

A-7 DDOT Project Transmittal/Notification Letter

Government of the District of Columbia

Department of Transportation



d. Infrastructure Project Management Division

Project Transmittal/Notification Letter

Project Number/ Project Name: [Redacted]

To: [DDOT Internal Distribution List]

Date: [Redacted]

Infrastructure Project Management Division (IPMD) is requesting your review of the following project information (IPMD check all that apply):

- Project Notification Letter (Attachment 1)
- 30% Plans (Attachment 2)
- 65% Plans and Specifications (Attachment 2)
- 90% Plans and Specifications (Attachment 2)

IPMD respectfully requests your division to (IPMD check all that apply):

- Identify any capital or maintenance project(s) that might be planned in the project corridor and/or impact DDOT's project. Please provide details of any ongoing planning, design and construction project(s) or planned maintenance activities that might impact DDOT's project, including scope and schedule for interface coordination purposes. And Utility Companies should provide as-built information of existing utilities, as well as plans for any upcoming projects. OR, identify if DDOT's project does not impact any existing or future planned infrastructure project(s) or planned maintenance activities.
- Review and comment on attached 30%, 65% or 90% Plans and Specifications using the comment / response matrix provided in Attachment 3.

In addition, IPMD requests your response in writing to inform us that you have no planned capital projects in the IPMD project corridor.

Please respond to the undersigned in writing by (date): [Redacted]

Sincerely,

Name (print): [Redacted]

Signature: [Redacted]

Telephone: [Redacted]

Email: [Redacted]

Enclosures:

Attachment 1: Project Details (description, scope, schedule and limits)

Attachment 2: 30% plans, 65% plans and specification, or 90% plans and specifications

Attachment 3: Comment / Response Matrix

Attachment 1:
Project Details (description, scope and limits, and schedule)

Project Name:

Project Number:

Description:

Project Scope/Limits:

Schedule:

**Attachment 2:
30% plans, 65% plans and specification, or 90% plans and specifications**

Government of the District of Columbia

Department of Transportation



d. Infrastructure Project Management Division

Project Transmittal/Notification Letter

Project Number/ Project Name: [Redacted]

To: [DDOT External Distribution List]

Date: [Redacted]

The District Department of Transportation (DDOT) is requesting your review of the following project information (DDOT Infrastructure Project Management Division (IPMD) check all that apply):

- Project Notification Letter (Attachment 1)
- 30% Plans (Attachment 2)
- 65% Plans and Specifications (Attachment 2)
- 90% Plans and Specifications (Attachment 2)

DDOT respectfully requests your office to (check all that apply):

- Identify any capital or maintenance project(s) that might be planned in the project corridor and/or impact DDOT's project. Please provide details of any ongoing planning, design and construction project(s) or planned maintenance activities that might impact DDOT's project, including scope and schedule for interface coordination purposes. And Utility Companies should provide as-built information of existing utilities, as well as plans for any upcoming projects. OR, identify if DDOT's project does not impact any existing or future planned infrastructure project(s) or planned maintenance activities.
- Review and comment on attached 30%, 65% or 90% Plans and Specifications

In addition, DDOT requests your response in writing to inform us that you have no planned capital projects in the DDOT project corridor.

Please respond to the undersigned in writing by (date): [Redacted]

Sincerely,

Name (print): [Redacted]

Signature: [Redacted]

Telephone: [Redacted]

Email: [Redacted]

Enclosures:

Attachment 1 Project Details (description, scope, schedule and limits)

Attachment 2: 30% plans, 65% plans and specification, or 90% plans and specifications

Attachment 3: Comment / Response Matrix

Attachment 1:
Project Details (description, scope and limits, and schedule)

Project Name:

Project Number:

Description:

Project Scope/Limits:

Schedule:

**Attachment 2:
30% plans, 65% plans and specification, or 90% plans and specifications**

Transmitted herewith

Project Name: _____

Date Submitted: _____

Submittal Type (Electronic, Hardcopy): _____

Distribution	Project Notification Letter			30% Plans			65% Plans & Specifications			90% Plans & Specification			Utility Clearance Letter
	Sent (Date)	Response Received (Date)	Impact (Yes/No)*	Sent (Date)	Response Received (Date)	Status (Open, Closed)	Sent (Date)	Response Received (Date)	Status (Open, Closed)	Sent (Date)	Response Received (Date)	Status (Open, Closed)	Provided to DDOT (Yes/No)
1. Internal													
a. Planning													
b. Traffic signal													
c. Safety													
d. Asset management													
e. Street light													
f. Communication cable													
g. Public outreach													
h. Transit													
i. Green Infrastructure													
j. Bicycle													
k. IMPD Teams													
l. UFA													
m. Public Space													
n. ROW													
o. OCR													
2. External Agencies & Stakeholders													
a. NPS													
b. ANC													
c. WMATA													
d. Affected property owners													
e. BIDs													
f. SHIPO													
g. DOEE													
h. DCRA													
i. Other Stakeholders													
3. Utilities													
a. PEPCO/Excelon													
b. Washington Gas													
c. DCWATER													
d. VERIZON													
e. VERIZON FIOS SERVICE													
f. VERIZON BUISNESS MCI													
g. COMCAST													
h. Centurylink													
i. Crown Castle Fiber Formerly Lighttower													
j. Jones Utilities Construction													
k. Cogent													
l. Qwest-Gov Srvc. DBA Century Link													
m. DC NET													
n. ZAYO GROUP													
o. X-O COMMUNICATIONS													
p. AiNET													
q. AOC CONNECT													
r. LEVEL 3 Comm./Now Century Link													
s. RCN													
t. AT&T NETWORK OPERATIONS													
u. AT&T /TCG													
v. FIBERLIGHT													
w. EXPRESS-TEX													
x. SPRINT													
y. DDOT ITS COMMUNICAITONS DEPARTMENT													
z. CSX TRANSPORTATION													
aa. WMATA JDAC													
bb. NUSTAR ENERGY													

* If there is a Uility Company impact, refer to DDOT Utility Manual for further actions needed.

A-8 Example Utility Conflict Matrix

A-9 Utility Relocation Letter

Government of the District of Columbia

Department of Transportation



d. Infrastructure Project Management Division

[DATE]

[NAME]

[ADDRESS]

[ADDRESS]

[ADDRESS]

Dear [NAME],

Ref: [PROJECT NAME]

FAP No.: [###]

D.C. Project No.: [###]

Subject: Notification of Required Utility Coordination

Dear [NAME]:

DDOT has completed the development of preliminary plans for [PROJECT DESCRIPTION]. We are contacting utility companies to request that they confirm the presence of all facilities and to initiate relocations or adjustments that may be required. The attached *Preliminary Engineering (PE) Plans* (Attachment A) and *Potential Utility Conflict Matrix* (Attachment B) show the project concept design and identify existing utility lines within the public right-of-way.

DDOT requests that you complete the attached Utility Release Form and provide a markup of the attachments to this letter, indicating the following:

- Identify type, size, and location of any facilities that are currently listed as “unknown” that belong to you.
- Identify any of your facilities in the project area that are not currently shown on the PE Plans.
- Sketch the proposed location of any of your facilities that need to be relocated.
- Identify any errors or omissions in the PE Plans related to your facilities and notify DDOT’s Utility Coordinator for corrections of errors and omissions.

Any of your facilities identified for relocation must be completely relocated or adjusted by [DATE]. Your firm is hereby authorized to proceed with final utility design for the advance relocation of the conflicting facilities. If your company cannot comply with the above completion date, you must contact DDOT’s Utility Coordinator immediately and obtain written agreement on a revised relocation schedule. No changes can be made to the relocation schedule after [DATE].

Your prompt attention is necessary to avoid construction delays. Please identify all plans and correspondence with the project name and number as shown above. ***DDOT must receive your response no later than thirty (30) days from the date of this letter. If no response is received within the required timeframe, DDOT will assume there is no conflict, and will proceed as planned.***

If you have any questions, please do not hesitate to contact me at [EMAIL and PHONE]. Thanking you in advance for your cooperation.

Sincerely,

[IPMD Project Manager]

Attachments:

CD ROM containing the following:

Attachment A: Preliminary Engineering Plans
Attachment B: Potential Utility Conflict Matrix

cc:

[PROJECT NAME]
UTILITY RELEASE – [UTILITY]

ENDORSEMENT

Mark all that apply:

- _____ **[UTILITY]** does not have any facilities in the project area, no further coordination is required.
- _____ **[UTILITY]** has facilities in the project area, but no relocation is required per the preliminary engineering plans. **[UTILITY]** must be advised of any changes proposed by DDOT to the preliminary engineering plans.
- _____ **[UTILITY]** has facilities in the project area that require relocation. A sketch of the proposed relocations is attached, and **[UTILITY]** will proceed with final design of these advance relocations.

Date: _____

Signature: _____

Name (please print): _____

Return signed form and marked plans to:

[IPMD PROJECT MANAGER]
District Department of Transportation
55 M Street, SE, Suite 400
Washington, DC 20003

A-10 Utility Clearance Letter Template

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION**



d. Infrastructure Project Management Division

February 13, 2017

Mr. Dawit Muluneh, PE
Chief Engineer
DDOT/ IPMD

**Subject Project: LeDroit Park Medium Term Flood Mitigation – Phase 1
Contract No. DCKA-2013-T-0144**

Subject: Utility Certification (23 CFR § 635.309(b))

Dear Mr. Muluneh:

The District of Columbia Department of Transportation (DDOT) certifies that all utilities and railroad utilities within the project area are identified and we have coordinated with the respective utilities and WMATA. The following utilities have been identified as having facilities within the project limits:

<u>Utility/Railroad</u>	<u>Impacted facilities/Date Clearance Received</u>
WMATA JDAC	No Impact
WMATA, Bus Ops	No Impact
PEPCO	Min. Impact/ October 03, 2016 - letter attached
WGAS	Min./No Impact/ September 30, 2016 - letter attached
VERIZON	No Impact/ August 15, 2016 – letter attached
DC Water	No Impact/ coordination completed
Comcast	No Impact/ Not responded

All of the above entities were first informed of the project in **June of 2015** and were involved as necessary throughout design, and received the FINAL REVIEW plans on **July 27, 2016**. Furthermore, the above entities have been informed of the **proposed construction**.

Sincerely,

Kadidjatou Ayeva, Project Manager
DDOT IPMD Team 1

Date: 02/13/2017

Richard Kenney, P.E.
Program Manager, Wards 1 & 2
DDOT/ IPMD

Date: _____.

Ravindra D. Ganvir, P.E.
Deputy Chief Engineer
DDOT IPMD

Date: _____.

A-11 DC PLUG Process Agreement

PROCESS AGREEMENT

This PROCESS AGREEMENT (“Agreement”) is dated as of February 14, 2020 and is made by and between the DISTRICT OF COLUMBIA, a municipal corporation created by an act of Congress, and is the local government for the territory constituting the permanent seat of the government of the United States, (“District”), acting by and through the District of Columbia Department of Transportation (“DDOT”), and POTOMAC ELECTRIC POWER COMPANY, a District of Columbia corporation (“Pepco”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Electric Company Infrastructure Improvement Financing Act of 2014, D.C. Law 20-102, on May 3, 2014 authorized the District of Columbia Power Line Undergrounding (“DC PLUG”) initiative and established the respective roles and responsibilities of the District and Pepco;

WHEREAS, the Electric Company Infrastructure Improvement Financing Act of 2014 was subsequently amended, including by the Electric Company Infrastructure Improvement Financing Amendment Act of 2017 and the Power Line Undergrounding Program Certified Business Enterprise Utilization Amendment Act of 2019.

WHEREAS, DDOT is responsible for performing the DDOT Underground Electric Company Infrastructure Improvement Activities, as defined in the Undergrounding Act;

WHEREAS, Pepco is responsible for performing the Electric Company Infrastructure Improvement Activities, as defined in the Undergrounding Act;

WHEREAS, Pepco may, in certain circumstances, perform civil engineering design or civil construction, as agreed to by the Parties;

WHEREAS, DDOT and Pepco shall coordinate on all aspects of civil and electrical engineering design and construction and shall share costs for the work consistent with the Agreement;

WHEREAS, the Public Service Commission of the District of Columbia (“Commission”) examined the proposed cost-sharing arrangement between Pepco and DDOT discussed in the Biennial Plan and found, in Formal Case No. 1145, Order No. 19167, at ¶ 211 (*rel.* Nov. 9, 2017), that “the various attributions of infrastructure additions to either Pepco or DDOT are consistent with the Company Infrastructure Improvement definitions referenced above and that the cost sharing arrangement between Pepco and DDOT described in the Joint Application is consistent with the funding provisions of the [Undergrounding] Act”;

WHEREAS, DC Code §1-325.331 established a special fund, administered by the Director of DDOT, to receive deposits from Pepco to DDOT to facilitate the cost-sharing arrangement for the DC PLUG initiative (“DC PLUG Fund”); and

WHEREAS, the District and Pepco agree that Pepco shall deposit funds in the DC PLUG Fund, District fund number 6913, to achieve the cost-sharing arrangement contemplated under the Undergrounding Act, Order No. 19167, and the Biennial Plan.

NOW, THEREFORE the District and Pepco shall perform the processes discussed herein in accordance with this Agreement.

ARTICLE I. PURPOSE; TERM

- A. **PURPOSE.** The purpose of this Agreement is to establish (i) the general process and responsibilities of Pepco and DDOT in procuring services and performing civil and electrical engineering design and construction and in overseeing program and construction management; (ii) the process for outreach and community engagement to comply with Commission Order Nos. 19237 and 19167; (iii) the process by which Pepco and DDOT shall determine the funding to be provided by Pepco for the civil engineering design or construction activities performed by DDOT for which Pepco will share the cost and the mechanics for Pepco to pay such amounts to DDOT through the DC PLUG Fund; and (iv) the process by which Pepco and DDOT shall resolve any disputes.
- B. **TERM.** This Agreement shall be effective as of the date hereof and shall remain in effect, unless terminated by one of the Parties pursuant to Article VIII(F), until each feeder to be placed underground as part of the DC PLUG initiative (a “Feeder”) as part of the first Biennial Plan approved by PSC Order No. Order No. 19167 has been fully constructed and may be extended by mutual agreement until such time as all of the DC PLUG initiative Feeders have been fully constructed and the cost-sharing arrangement is no longer necessary.

ARTICLE II. DEFINITIONS

- A. **Agreement** shall have the meaning set forth in the introductory paragraph.
- B. **Commission** shall mean the Public Service Commission of the District of Columbia.
- C. **Contractor** shall mean the vendor responding to the RFP, RFI, or RFQ to provide resources for the performance of work under the Statement of Work.
- D. **DC PLUG** shall have the meaning set forth in the Recitals.

- E. **DC PLUG Fund** shall have the meaning set forth in the Recitals.
- F. **DDOT** shall have the meaning set forth in the introductory paragraph.
- G. **DDOT Invoice** shall have the meaning set forth in Section VII(B)(1) of this Agreement.
- H. **DDOT Underground Electric Company Infrastructure Improvement Activity** shall have the meaning set forth in Section 101(11) of the Undergrounding Act, codified at DC Code §34-1311.01(11) (2017).
- I. **Dispute** shall have the meaning set forth in Section VIII(A) of this Agreement.
- J. **Dispute Notice** shall have the meaning in Section VIII(B) of this Agreement.
- K. **District** shall have the meaning set forth in the introductory paragraph.
- L. **Electric Company Infrastructure Improvement Activity** shall have the meaning set forth in Section 101(20) of the Undergrounding Act, codified at DC Code §34-1311.01(20) (2014).
- M. **Feeder** shall have the meaning set forth in Section I(B) of this Agreement.
- N. **Feeder Commitment Sheet** shall mean the form in Attachment 1 to this Agreement and shall be completed for each Project subject to this Agreement.
- O. **Feeder Commitment** shall have the meaning in Section VII(A)(1) of this Agreement.
- P. **Negotiation Period** shall have the meaning in Section VIII(C) of this Agreement.
- Q. **Order No. 19167** shall mean *In the Matter of the Application for Approval of Biennial Underground Infrastructure Improvement Projects Plan*, Formal Case No. 1145, Order No. 19167 (*rel.* Nov. 9, 2017).
- R. **Order No. 19237** shall mean *In the Matter of the Application for Approval of Biennial Underground Infrastructure Improvement Projects Plan*, Formal Case No. 1145, Order No. 19237 (*rel.* Jan. 18, 2018).
- S. **Parties** shall have the meaning set forth in the introductory paragraph.
- T. **Pepco** shall have the meaning set forth in the introductory paragraph.
- U. **Project** shall mean a feeder, or any portion thereof, that is or will be designed or constructed under the Biennial Plan.
- V. **RFI** shall mean Request for Information for procurement of services or materials for civil engineering design or construction work to be performed for the DC PLUG initiative.
- W. **RFP** shall mean Request for Proposal for procurement of services or materials for civil engineering design or construction work to be performed for the DC PLUG initiative.

- X. **RFQ** shall mean Request for Qualifications for procurement of services or materials for civil engineering design or construction work to be performed for the DC PLUG initiative.
- Y. **Scope of Work** shall mean the document in the RFP defining the goods or services that are being solicited from the Contractors.
- Z. **Statement of Work** shall mean the Scope of Work and the specifications to complete a Project, or portion thereof.
- AA. **Biennial Plan** shall mean the Joint Application of Potomac Electric Power Company and the District Department of Transportation for Approval of the First Biennial Underground Infrastructure Improvement Projects Plan and Financing Order Application filed with the Commission on July 2, 2017 in Formal Case No. 1145 and any subsequent plan filed with the Commission pursuant to Section 307(a) of the Undergrounding Act, codified at DC Code §34-1313.07(a) (2017).
- BB. **Undergrounding Act** shall mean the Electric Company Infrastructure Improvement Financing Act of 2014, D.C. Law 20-102, codified at DC Code §34-1311.01 *et seq* (2014), and all amendments thereto.

ARTICLE III. PROCUREMENT

- A. DDOT and Pepco shall collaborate on procurement activities for all services and materials associated with the DC PLUG initiative. Unless the Parties mutually agree otherwise, DDOT shall procure services for all civil engineering design and services for civil construction work, and Pepco shall procure materials for civil construction work and services and materials for all electrical engineering design and electrical construction work. While DDOT and Pepco shall follow their respective procurement processes, to the extent permitted by law or regulation, each shall be involved in the other's process and shall consult at each stage of the procurement process, to include but not be limited to, informing the other party of all procurement activities, including schedule of procurements and selected solicitors; inviting the other party to participate in the procurement evaluations; and inviting the other party to have an advisory role into the selection and award of a Project.
- B. In certain circumstances, as mutually agreed upon by the Parties and documented on the Feeder Commitment Sheet, Pepco may procure services or materials for civil engineering design or civil construction work as part of the DC PLUG initiative. When Pepco procures materials for civil construction work performed by DDOT, Pepco's responsibility for the materials ends at the point at which Pepco transfers the materials to DDOT or DDOT's contractor or agent. DDOT's Program Manager and Pepco's Manager of Project Management or Manager of Project Execution (DC PLUG) shall discuss respective roles on a feeder-by-feeder basis, after consideration of (1) DDOT funds available; (2) overall Project delivery schedule; (3) manpower resources available; (4) associated risks; (5) best interest of the District; and (6) any other relevant factors on a program level.

**ARTICLE IV.
ENGINEERING DESIGN**

- A. DDOT and Pepco shall work together on all aspects of civil and electrical engineering design.
- B. While each of DDOT and Pepco shall follow their respective engineering design processes, each shall have input into the engineering design of the Project.
- C. In certain circumstances, as mutually agreed upon by the Parties, and documented on the Feeder Commitment Sheet, Pepco may perform civil engineering design as part of the DC PLUG initiative.

**ARTICLE V.
CONSTRUCTION**

- A. DDOT and Pepco shall work together on all aspects of civil and electrical construction.
- B. While each of DDOT and Pepco shall follow their respective construction processes, each shall have input into the construction of each Project. The Parties agree that contract specifications shall include certain provisions for all roadway construction, trench excavation, backfill and restoration activities to be performed in DDOT's public space according to DDOT's standards and specifications; provided that installation of Pepco standard civil infrastructure shall be constructed according to Pepco's specifications and standards.
- C. In certain circumstances, as mutually agreed upon by the Parties, and documented on the Feeder Commitment Sheet, Pepco may perform civil construction as part of the DC PLUG initiative.

**ARTICLE VI.
COMMUNITY ENGAGEMENT**

This section shall identify generally the individual and joint responsibilities of DDOT and Pepco with respect to community engagement throughout the DC PLUG initiative.

- A. **DDOT RESPONSIBILITIES.**
 - 1. DDOT shall organize and coordinate all community meetings and related notifications.
 - 2. DDOT shall create videos of DC PLUG initiative work in progress and coordinate running the video on the District's public television station.
 - 3. DDOT shall post Listserv notifications, as necessary.

4. DDOT shall reserve space in selected libraries for the DC PLUG information kiosks.
5. DDOT shall reserve diorama and bus curb side ad space with WMATA, as appropriate.
6. For civil construction performed by DDOT, DDOT shall perform community outreach related to community meetings required pursuant to the orders approving the Biennial Plan.

B. PEPCO RESPONSIBILITIES.

1. Pepco shall prepare communications materials in accordance with the Integrated Communications Strategy, DC Power Line Undergrounding Education Plan, as modified from time to time.
2. Pepco shall create website content and update the DC PLUG Website.
3. Pepco shall take all still photography documenting the DC PLUG initiative.
4. Pepco shall provide the 30-, 15-, and 7-day pre-construction notifications, as may be amended by Commission order, required pursuant to the orders approving the Biennial Plan.
5. Pepco shall obtain consumer feedback through its ongoing customer panel discussions.
6. For civil construction performed by Pepco, Pepco shall perform community outreach related to community meetings required pursuant to the orders approving the Biennial Plan.

C. JOINT RESPONSIBILITIES.

1. DDOT and Pepco shall jointly attend community meetings.
2. DDOT and Pepco shall jointly present DC PLUG initiative construction updates at community meetings.
3. DDOT and Pepco shall jointly review and approve all communications materials, ads, videos, web content, and other communications deliverables.
4. DDOT and Pepco shall jointly create and post social media postings.
5. DDOT and Pepco's joint responsibilities as outlined in the Integrated Communications Strategy, DC Power Line Undergrounding Education Plan, as modified from time to time, are incorporated herein by reference.
6. Whenever practical, DDOT and Pepco shall meet jointly with government officials, business leaders, stakeholders and any community organizations on matters

pertaining to the DC PLUG initiative. The Parties acknowledge that there may be circumstances in which a Party may need to meet with government officials, business leader(s), a stakeholder and/or a community organization without the other Party present.

ARTICLE VII. COST SHARING

A. ESTABLISHMENT OF FEEDER COMMITMENT.

1. Prior to commencing procurement for design and construction of each Feeder, the Parties shall agree to the portion of the costs associated with DDOT's civil engineering design and civil construction, including management thereof, incurred with respect to the Feeder that will be reimbursed by Pepco pursuant to this Agreement. The amount of costs associated with DDOT's civil engineering design and civil construction, including management thereof, for a Feeder to be reimbursed by Pepco under this Agreement is referred to as a Feeder Commitment.
2. The Parties shall execute a "Feeder Commitment Sheet" in the form of Attachment 1 hereto with respect to each Feeder identifying Pepco's Feeder Commitment for the Feeder. The Parties agree to negotiate in good faith modifications of the Feeder Commitment and to update the Feeder Commitment Sheet to reflect material changes to the costs of the Feeder.
3. The objective in determining Pepco's Feeder Commitment shall be to maintain the Parties' committed levels of total DC PLUG initiative costs prescribed under the Undergrounding Act, such that Pepco shall bear not more than \$250 million of the total costs of the DC PLUG initiative, consisting of (i) the costs of the Electric Company Infrastructure Improvement Activities and (ii) the aggregate of all Feeder Commitments paid by Pepco pursuant to this Agreement.
4. The Parties shall cooperate to determine Pepco's Feeder Commitment on a Feeder-by-Feeder basis and to achieve the overall cost allocation stated in Section VII(A)(3) that reflect reasonable judgment as to the timing, scope, cost and other elements relevant for the allocation of costs. The Parties acknowledge that the Feeder Commitment for an individual Feeder contemplated by this Agreement may not represent an equal sharing of costs between DDOT and Pepco, and the actual cost allocation between DDOT and Pepco may not be equal from time to time during the Agreement.
5. The Parties shall conduct a quarterly reconciliation of expenditures paid by each of DDOT and Pepco, including the Feeder Commitments, to ensure that Pepco is funding its share of the DC PLUG initiative. DDOT shall determine any overpayment or underpayment by Pepco of any Feeder Commitment based on the quarterly reconciliation and shall include in the next following DDOT Invoice (as defined in Section B.1 below) a credit or charge to reflect such overpayment or underpayment, as may be the case.

6. The Undergrounding Act does not permit Pepco to incur more than \$250 million toward the total cost of the DC PLUG initiative, and nothing in this Agreement shall be deemed to require Pepco to spend amounts to be recovered pursuant to the surcharges contemplated in the Undergrounding Act in excess of those permitted in the Undergrounding Act. Pepco's Feeder Commitment may only apply to the categories of costs filed in the most recently approved Biennial Plan, as that Biennial Plan may be modified or amended from time to time through related filings to the Commission. Pepco agrees that Pepco and DDOT will include in each subsequent Biennial Plan application authority to allocate estimated overall initiative costs between the Parties consistent with the initial Biennial Plan approved by the Commission and in accordance with this Agreement.
7. The Parties acknowledge and agree that DDOT's obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into by the parties, are and shall remain subject to the provisions of (1) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (2) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08; (3) D.C. Official Code § 47-105; and (4) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.
8. The Parties acknowledge and agree that DDOT cannot procure for civil engineering design or civil construction unless DDOT has the full funding for said procurement of services, even if Pepco is to reimburse DDOT pursuant to the Feeder Commitment.

B. PAYMENT OF FEEDER COMMITMENT.

1. Once a month, DDOT shall provide via email to the representative designated by Pepco an invoice ("DDOT Invoice") for vendor costs incurred for the Feeder Commitment.
2. DDOT shall create separate DDOT Invoices for the costs associated with each individual Feeder to allow expenditures and payment of Feeder Commitments to be tracked on a Feeder-by-Feeder basis.
3. DDOT shall provide documentation to support the charges included in the DDOT Invoice. Such documentation shall include the invoices that DDOT received from its vendors that are included in the cost of the DDOT Invoice and such other documentation as the Parties shall reasonably agree is necessary.
4. Pepco shall deposit in the DC PLUG Fund the amount stated on each DDOT Invoice within five business days of receipt of the DDOT Invoice.
5. All funds deposited in the DC PLUG Fund shall be transferred via Electronic Funds Transfer, unless otherwise agreed to by the Parties.

C. PURCHASE ORDER.

1. Prior to DDOT submitting the first DDOT Invoice, DDOT shall provide the following information to Pepco to allow Pepco to create a vendor number for the District in its accounting system and set up the Electronic Funds Transfer:
 - a. A Form W-9;
 - b. A contact name, number and email address;
 - c. An Electronic Funds Transfer form with bank information for wire transfers; and
 - d. Any information the District requires to identify payments from Pepco (*e.g.*, charge number).
2. Pepco shall create a separate purchase order for each Feeder that shall identify the District as the recipient of payment.
3. This Agreement, including the Feeder Commitment Sheet, shall be identified in each purchase order as the document providing the Scope of Work for that purchase order.

D. THE DC PLUG FUND.

1. All funds transferred from Pepco to DDOT under this Agreement shall be deposited directly into the DC PLUG Fund.
2. All funds deposited into the DC PLUG Fund shall be used only to reimburse DDOT for the Feeder Commitment costs related to the applicable Feeder or as otherwise approved by the Undergrounding Act, Order No. 19167 and the Biennial Plan.

E. DDOT APPROPRIATION OF FUNDS.

1. DDOT shall take any and all necessary steps to seek authorization to spend monies deposited into the DC PLUG Fund for the related Feeder Commitments, including, but not limited to, appropriations and budget authority to expend the receipts from Pepco deposited into the DC PLUG Fund.
2. DDOT has taken necessary steps to include the receipts of funds for the DC PLUG Fund into the District's Fiscal Year 2020 budget for the appropriation and budget authority to spend the funds in the DC PLUG Fund for Fiscal Year 2020. DDOT shall take steps to seek similar approval in subsequent budgets.

**ARTICLE VIII.
DISPUTE RESOLUTION**

- A. INFORMAL RESOLUTION.** DDOT and Pepco acknowledge that it is in their best interests to resolve any dispute, claim or controversy arising out of or relating to this

Agreement (any such dispute, claim or controversy, a "Dispute") in accordance with the dispute resolution procedures set forth herein. DDOT and Pepco shall first attempt to resolve any dispute informally. In the event of a dispute between the Parties which cannot be informally resolved, the following procedures shall apply.

- B. **NOTICE OF DISPUTE.** A Party shall deliver a written notice ("Dispute Notice") to the other describing the nature and substance of any Dispute and proposing a resolution of the Dispute.
- C. **EXECUTIVE NEGOTIATION.** During the first thirty (30) days following the delivery of the Dispute Notice (and during any extension agreed to by DDOT and Pepco, the ("Negotiation Period")) an authorized senior representative of DDOT and an authorized senior representative of Pepco shall attempt in good faith to resolve the Dispute through negotiations. If such negotiations result in an agreement in principle among such negotiators to settle the Dispute, they shall cause a written settlement agreement to be prepared, signed and dated ("Executive Settlement"), whereupon the Dispute shall be deemed settled and not subject to further dispute resolution. The Parties may, through mutual agreement, extend the Negotiation Period for up to 90 days in a good faith effort to reach Executive Settlement.
- D. **ALTERNATIVE DISPUTE RESOLUTION.** If an Executive Settlement is not reached, Pepco and DDOT may file with the Commission seeking an order from the Commission resolving the Dispute. If the Commission lacks jurisdiction to resolve the Dispute, Pepco and DDOT may seek resolution from a court of law with jurisdiction over the Dispute.
- E. **TOLLING OF STATUTE OF LIMITATIONS.** The initiation of any Dispute resolution procedure under Article VIII, to the extent permitted by applicable law, shall, upon the delivery of a Dispute Notice, suspend the running of the statute of limitations applicable to the Dispute described in such Dispute Notice until fourteen (14) calendar days after the conclusion of the Dispute resolution process.
- F. **TERMINATION.**

The Parties may terminate this Agreement in whole or in part by giving ninety (90) days' notice to the other Party based on the following grounds:

- 1) Lack of funding and/or lack of a congressionally approved budget;
- 2) Changes in applicable law which renders impossible the ability of either party to perform its obligations under this Agreement;
- 3) Where compliance with this Agreement would violate the Anti-Deficiency Act;
- 4) Changes in the structure or nature of the DC PLUG initiative that would render impossible the ability of either Party to perform its obligations under the Agreement;

- 5) Elimination of the DC PLUG initiative;
- 6) Failure of either Party to cure a violation of District laws, rules, or regulations; or
- 7) Failure of either Party to comply with the terms of this Agreement.

**ARTICLE IX.
MISCELLANEOUS**

- A. **AMENDMENT.** This Agreement may be amended only by written agreement of the Parties.
- B. **EXECUTION.** The Parties may execute this Agreement in counterparts, each separately and together constituting one and the same document. Delivery of this Agreement by electronic mail shall be sufficient for all purposes and shall be binding on any Party to this Agreement and its permitted successors or assigns.
- C. **NOTICES.** Any notice given under this Agreement by either party to the other shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, email or overnight courier to:

DDOT

Ronald Williams
Program Manager
District Department of Transportation
55 M Street, SE, Suite 400
Washington, DC 20003
Phone: 202-671-4644
Email: ronald.williams6@dc.gov

Pepco

Aaron Smith
Manager of Project Management
Potomac Electric Power Company
701 Ninth Street, NW
Washington, DC 20068
Phone: 202-872-2613
Email: alsmith@pepcoholdings.com

With a copy to:

Cheri Hance Staples
Assistant General Counsel
Office of the General Counsel
District Department of Transportation
55 M Street, S.E. Suite 700
Washington, D.C. 20003

Phone: (202) 671-3237
Cheri.Staples@dc.gov

Andrea H. Harper
Assistant General Counsel
Pepco Holdings
701 Ninth Street, NW
Washington, DC 20068
Phone: 202-331-6649
ahharper@pepcoholdings.com

or to such other persons or addresses as may be designated in writing by the Party to receive notice.


IN WITNESS WHEREOF, this Agreement has been duly executed and delivery by the authorized representatives of the Parties hereto as of the date first written above.

DISTRICT DEPARTMENT OF TRANSPORTATION

By: 

Name: Jeff Marootian
Title: Director

POTOMAC ELECTRIC POWER COMPANY

By: 

Name: Miguel Ortega
Title: VP ~~Technical Services~~
Projects and Contracts

ATTACHMENT 1
Feeder Commitment Sheet

The Feeder Commitment Sheet may include the following information:

1. Feeder number
2. Description of work covered by the Feeder Commitment
3. Estimated schedule of work
4. Itemization of cost of work that constitutes the Feeder Commitment
5. Approximate allocation of costs between DDOT and Pepco

