

CHAPTER 13

UTILITY RELOCATIONS

INTERNAL CALTRANS EXHIBITS AND FORMS

<u>Exhibit No.</u>	<u>Title</u>
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13-EX-24	Amendment to Utility Agreement Example (for internal Caltrans use)
13-EX-25	Special Agreement Example (for internal Caltrans use)
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Exhibit No.**Title**

13-EX-29 Phase 4 Construction Utility Agreement – Billing Memo to Accounting (Estimate) (for internal Caltrans use)

13-EX-30 Cooperative Agreement Billing/Refund Memo to Accounting (for internal Caltrans use)

Form No.**Title**

RW 13-06 Right of Way Utility Payment Request and Coding Instructions (for internal Caltrans use)

RW 13-17 FHWA Guide for Review of Utility Agreements (for internal Caltrans use)

RW 13-18 Prescriptive Rights Checklist (for internal Caltrans use)

Right of Way Utility File Diary

PROJECT AND CONTACT INFORMATION			
District-County-Route-Post Mile:	Project ID No.	EA	Ut. File No.
Project Description:			
Utility Coordinator:		Date File Opened:	
Project Manager:		Telephone:	
Project Engineer:		Telephone:	
Utility Company:		Contact:	Telephone:
FEDERAL E-76 AND MILESTONE DATES			
E-76 No.		Alternate Procedure Approval Date:	
13-15 Specific Authorization Date:		13-15 Approval of UA Date:	
PID Date:	PA-ED Date:	P&E Date:	
RW Cert. Date:	RTL Date:	CCA Date:	
LIABILITY INFORMATION			
Verification Sent:		Verification Received:	
Claim Letter/Conflict Map Sent:		Relocation Plans Received:	Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No
Approval Date:	By PE:	Liability %	State/Owner ____ / ____
ROI Liability Approved - Date:		NTO Sent:	Revised NTO:
Utility Agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No - Date:		Amended Agreement:	
Billing Received:		13-6 Submitted:	Partial OR Final
Partial \$ _____	Partial \$ _____	Partial \$ _____	Partial \$ _____
Partial \$ _____	Partial \$ _____	Partial \$ _____	Final \$ _____
Audit Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date:	Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No	Waived: <input type="checkbox"/> Yes <input type="checkbox"/> No
ENCROACHMENT PERMIT AND PROPERTY RIGHTS			
NUR EP Submitted: <input type="checkbox"/> Yes <input type="checkbox"/> No		By State via NTO: <input type="checkbox"/> Yes <input type="checkbox"/> No	By Utility Company: <input type="checkbox"/> Yes <input type="checkbox"/> No
Date Issued:	Date Sent to Owner:	Rider:	
Date Relocation Began:		Date Completed:	
Easement Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No		JUA: <input type="checkbox"/> Yes <input type="checkbox"/> No	CCUA: <input type="checkbox"/> Yes <input type="checkbox"/> No
County Recorded:		Date Recorded:	Date File Closed:
POTHOLING			
Potholing Request/Maps Received Date:		Task Order No.	
Name of Potholing Contractor:		Telephone:	
Task Order Sent:	No. of Holes Ordered:	NTO Sent:	
Traffic Control Required: <input type="checkbox"/> Yes <input type="checkbox"/> No		Lane Closure: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date Potholing Started:		Date Completed:	
Billing Received and Processed Date:		Amount:	Date Paid:

Date _____
Utility Number _____
Post Mile _____
Project ID No. _____
EA _____
Subject to Buy America Yes _____ No _____

Enclosed is the Cover Agreement (Agreement). The Department of Transportation will perform the adjustment to grade of your manhole and valve covers at no cost to your [Company] [City] [County] [District] [Authority] in order to accommodate the State's [freeway] [conventional highway] [scenic highway] construction project on State Route _____. The State's proposed construction will include [DESCRIBE THE PROJECT]_____

This Agreement also gives your [Company] [City] [County] [District] [Authority] the option to do the adjustment to grade work yourself based on the liability determination.

If the Agreement is satisfactory, please have the appropriate official date, sign and return it to this office for execution.

This project is currently scheduled for construction _____.

If you have any questions, please contact me at () _____ or email firstname.lastname@dot.ca.gov. Your cooperation is appreciated.

Sincerely,

NAME
District Utility Coordinator
Right of Way Utilities

Enclosures

c: _____, Project Engineer
_____, Construction
_____, Utility Engineering Workgroup

COVER AGREEMENT

Date: _____

PARTIES:

1. State of California, acting by and through the Department of Transportation ("Department"). "Department" includes the Department, its officers, agents, employees and contractors.
2. _____ ("Owner").
"Owner" includes the Owner, its officers, agents, employees and contractors.

RECITALS:

- A. Owner owns, operates or maintains underground utility facilities in the State of California.
- B. In order to facilitate the planning, design and construction of Department's projects, to ensure the safety of the traveling public, and to ensure the continuity of the roadway/highway, manhole and valve cover adjustments need to be made on a routine basis. Utility owners may or may not be responsible for the cost of performing such adjustments, depending upon the liability determination made by the Department, with the cost of such activities allocated as provided by California law, contracts and the Department's policies.
- C. The Department frequently needs to adjust said manhole and valve covers more expeditiously than Owner can readily or economically accomplish.
- D. Department is willing to assume control of the operation and cost of such adjustments to certain manhole and valve covers in order to facilitate the Department's project needs from time to time as provided herein.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement for the Adjustment of Manhole and Valve Covers ("Agreement") is made and executed by the parties hereto in connection with the provisions of Sections 680.5 and 707.5 of the California Streets and Highways Code. This Agreement shall exclusively govern the determination of the obligations and costs to be borne by each party hereto in regard to work described herein in lieu of determination in connection with and under the provisions of Sections 673, 680 and 700 to 707, inclusive, of said Streets and Highways Code, as now or hereafter existing, or under any other laws applicable to said subject matter.
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2. This Agreement shall apply throughout the State of California to all of the Department's projects and related activities and to all of the Owner's manhole and valve covers. With regard to any other agreements or parties, this Agreement is not intended to, and shall not, establish any precedent, principle, rule or guide to interpretation.
 3. For purposes of this Agreement, manhole and valve cover adjustment is limited to the following: adjusting manhole frames and covers, replacing existing manhole frames, and adjusting manhole rings, valve covers and meter boxes. This Agreement does NOT include the adjustment to grade of gas, electric or telephone vaults, or any other utility facility not mentioned in this agreement.
 4. In the event that the Department initiates a project and the Department determines that some of the Owner's manhole and valve covers are in physical conflict with Department's highway project, the Department shall issue a conflict letter ("Conflict Letter") to the Owner that (a) identifies the manhole and valve covers that are in physical conflict with Department's highway project and (b) includes a document (the "Reply") in which the Owner will designate the manhole and valve covers that the Owner agrees to be responsible to adjust. The Owner shall adjust the manhole and valve covers for which it agreed to be responsible within the Department's project scheduling and other requirements. Owner shall return the Reply to the Department within 30 days of receipt of the Conflict Letter. The Department is authorized to adjust only the manhole and valve covers that are not designated by Owner as those for which the Owner is responsible. The work to be performed under this Agreement is expressly limited to the work required to adjust the manhole and valve covers that are listed in the Conflict Letter, and the Reply shall not and cannot expand the list of manhole and valve covers.
 5. Notwithstanding the other terms of this Agreement, the Department may, at its sole option, elect to NOT adjust-to-grade manhole and valve covers that do not satisfy Caltrans standard specifications, as amended from time to time (including without limitation manhole and valve covers that do not use standard rings or covers).
 6. This Agreement does not apply to the relocation, rearrangement, removal or protection of utility facilities.
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7. All existing manhole and valve covers will be reused unless the manhole or valve cover requires replacement. Replacement of manhole and valve covers with ancillary parts must meet Buy America compliance by the Department's contractor. The Department's contractor is to provide Buy America replacement manhole and valve covers per Owner's specifications in response to the Cover Adjustment to Grade letter 13-EX-08. If no specifications are provided to the Department by Owner in the reply, the Department's contractor is authorized to use a general specification attached to the Cover Adjustment to Grade letter 13-EX-08.
 8. All work under this Agreement shall be preceded by the delivery of a written Notification to Owner ("NTO") by the Department to the Owner. The Department shall list the manhole and valve covers that the Department is authorized to adjust pursuant to the Reply, and the Department will identify the manhole and valve covers that it elects to adjust. If the Department elects to not adjust manhole and/or valve covers which the Owner authorized the Department to adjust pursuant to the Reply, then the Owner shall be responsible for the adjustment of those manhole and valve covers in accordance with the provisions of the NTO, and the Owner shall allocate sufficient staff and resources to meet all of the schedules established for the project design and construction work.
 9. Following receipt of the Cover Adjustment to Grade letter 13-EX-08, the Owner shall provide confirmation regarding the identity and typical characteristics (including size, material, contents, pressure or capacity) of Owner's utility facility and related activities, including, but not limited to, inspection services at no expense to the Department, in accordance with the Department's time schedule. Owner to provide its written confirmation to the Department within 30 days of the date that they receive the Cover Adjustment to Grade letter 13-EX-08.
 10. When manhole and valve cover adjustment work is performed by the Department under this Agreement, the cost of the work shall be borne by the Department. When manhole and valve cover adjustment work is performed by the Owner under this Agreement, the cost of the work shall be allocated according to the liability determination made by the Department.
 11. The Department may perform its work under this Agreement or it may perform the work through the services of a third-party contractor.
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12. It is intended that all work under this Agreement performed by the Department shall be performed using the contractors that are acceptable to the Department. Owner grants to Department, immediately upon receipt of the NTO and in accordance with the Department's time schedule, permission to perform manhole and valve cover adjustments within Owner's private rights of way and facilities, wherever located. Owner retains the right to require reasonable controls and restrictions provided such items are set forth in writing and delivered to the Department (in response to Cover Adjustment to Grade 13-EX-08 letter) at least 30 days from the receipt of the 13-EX-08 letter.
- a) As part of this Agreement, Owner shall submit, in writing, its preliminary specifications for the adjustment of manhole and valve covers to grade to the Department.
 - b) Owner will approve, **in writing**, the Department's final specifications for the adjustment of manhole and valve covers to grade.
13. Owner shall have access to all phases of the work to be performed by the Department for the purpose of inspection in order to ensure that the work being performed for the Owner is in accordance with the specifications contained in the highway contract, provided such access is made at no cost to the Department. Owner will be notified by the Department's Resident Engineer to schedule a final field inspection per the Department's Notice to Owner.
14. Upon completion of the work performed by Department, Owner agrees to accept ownership and the responsibility for the maintenance of the manhole and valve covers.
15. This Agreement supersedes and replaces any previous agreement between the parties relating to the work required to adjust identified manhole and valve covers in physical conflict with Department's highway projects.
16. This Agreement may only be amended, changed or altered by mutual written agreement of the parties.
17. This Agreement may be terminated by either party upon ninety (90) days written notice from the terminating party to the other party.
18. Time shall be of the essence of this Agreement.
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For The Utility Owner:

Date

Name

Title

For The State of California:

Tiaira T. Moering, Chief
Office of Railroad and Utility Relocations
Division of Right of Way and Land Surveys
California Department of Transportation

Date

DISTRIBUTION:

- 1 – HQ Right of Way, Office of Railroads and Utility Relocations
 - 1 – District
 - 1 – Utility Owner
-

POSITIVE LOCATION (POS-LOC) NOTICE TO OWNER

POS-LOC NOTICE TO OWNER

Number _____

Contract Number _____

District	County	Route	Post Mile	Project ID	EA
Federal Aid Number					
Owner's File Number					
Date		Freeway <input type="checkbox"/> YES <input type="checkbox"/> NO			

To:
Because of the State Highway construction project:
Which affects your facilities:
You are hereby notified that: Positive location operations will occur at the following listed location(s) as shown on the attached drawing labeled _____.
Your work schedule shall be as follows: State shall perform ordered positive location (POS-LOC) work pursuant to your "Agreement to Positively Locate Underground Utilities dated _____. Work to be performed within _____ of working days. Owner's representative shall coordinate with State's contractor, _____ at () _____ and shall be present at work site during POS-LOC operations.

POSITIVE LOCATION (POS-LOC) NOTICE TO OWNER (Cont.)

Liability for the cost of the work is:

100% State for positive location work only, pursuant to the above-referenced agreement. Liability for any relocations in connection with this positive location will be separately determined pursuant to existing statutes, Department policies, and/or Master Agreements.

POS-LOC Contractor _____ to notify (Company) _____
(Representative) _____ at telephone number () _____ or via
email at _____ to coordinate your required site visit within
72 hours and 24 hours prior to each subsequent start.

DISTRICT DIRECTOR
DISTRICT DIVISION CHIEF

By _____
DISTRICT UTILITY COORDINATOR

CC: Resident Engineer
Permits
R/W

THIS NOTICE DOES NOT CONSTITUTE A PERMIT. OBTAIN AN ENCROACHMENT PERMIT BEFORE STARTING WORK.

The Parties agree that this Notice to Owner will set forth the terms, covenants, and conditions that are mutually agreed upon by the parties, and that the Notice to Owner shall constitute the written agreement required by 23 CFR 645.113 ("Written Agreement").

Owner must submit all reimbursement and other payment claims arising from this Notice to Owner to Caltrans within 365 calendar days of the completion of the relocation (the "Claim Period"), and Owner waives, releases, and forfeits all right to reimbursement and any other payment for any claims that are submitted after the Claim Period.

INSTRUCTIONS FOR PREPARING

POS-LOC NOTICE TO OWNER AND REVISED NOTICE TO OWNER

1. THE NOTICE TO OWNER NUMBER

The "Number" is to be assigned by the District Utility Coordinator. The number assigned must never be duplicated on another Notice to Owner. The number assigned to Notices are for the same purpose as for acquisition parcel numbers, that is to identify the specific transaction.

2. CONTRACT NUMBER

The Contract Number of the agreement between Owner and Caltrans.

3. REFERENCE BLOCK

- A. The "District" for which the project is being built.
- B. The "County" in which the project is being built.
- C. The "Route" on which the project is being built.
- D. The "Post Mile" limits of the project.
- E. The "Project ID" (ten-digit number).
- F. The "E.A." (expenditure authorization) of the project (use design phase E.A. of the project).
- G. The "Federal Aid Number," taken from the E-76, for the Right of Way Utilities portion of the project. If there is no Federal Aid, then N/A should be inserted.
- H. The "Owner's File Number" should be shown (use owner's plan number) if available.
- I. The "Date" is the date the Notice to Owner is to be sent to the owner.
- J. Check the box which indicates if the project is for the construction of a freeway as identified in S&HC Section 253.

4. MAILING ADDRESS

The "To" is the utility owner, i.e., Pacific Gas and Electric Company (PG&E), AT&T, City of, County of, etc. The Notice should not be addressed to an individual.

5. PROJECT DESCRIPTION

Insert project description following the statement "Because of the State Highway construction project." The project description can be found in the "Status of Projects." The project description can also be found on the Department's automated systems, PMCS, and PYPSCAN. Since the project description frequently contains Departmental "shorthand" and acronyms, editing will be needed to make the description clear to the general public.

6. UTILITY FACILITIES DESCRIPTION

Describe the facilities being impacted following the statement, "Which affects your facilities." The description should briefly describe the owner's facilities, i.e., gas, electric, telephone, water, etc., facility. The description should also include the type and size of the facility. It is always best to have a statement which is all inclusive, i.e., "existing water facilities within the limits of the State's proposed construction project."

7. NOTIFICATION DESCRIPTION

Describe work to be done following the statement, "Positive location operations will occur at the following listed location(s) as shown on the attached drawing labeled." The description should briefly describe the work necessary to eliminate construction conflicts with the project. The described work must be definite as in referring to the date of a specific plan that was accepted by the Project Engineer to eliminate identified conflicts with planned construction. General phraseology such as "to eliminate all conflicts with planned construction" is not acceptable as it does not identify the specific work to be done for which the State may be obligated to reimburse the owner.

8. WORK SCHEDULE

Describe the work schedule to be followed by the owner following the statement, "Your work schedule shall be as follows." The description must give specific dates as to when the owner's work must be completed. When the work is to be accomplished in coordination with the State's highway construction, the schedule must set forth the coordination schedule, as provided for in the "Specials" of the State's PG&E. Separate schedules are to be given to each owner which prescribes the agreed-to coordinated sequence for multiple owner facilities being relocated to joint pole or joint trench situations. When necessary, the work schedule may be shown as an attachment to the Notice to Owner.

9. NOTIFICATION

The Notice to Owner shall specify the name of an individual and telephone number to be notified when the owner plans to start work. The person can be the Utility Coordinator, or any person designated by the Utility Coordinator. Normally, the State requires 72 hours notification from the owner prior to initial start of work and 24 hours notification for subsequent starts when their work has been interrupted.

10. LIABILITY DESCRIPTION

The liability description is a completion of the sentence, "Liability for the cost of the work is." The description shall specifically set forth whether the State or the owner will bear the cost of the work and the reason therefore. Typical statements to be used are found in Section 13.07.03.02, Liability For Work.

Under limited circumstances where it is imperative that the relocation work be commenced before a specific liability determination can be made, the Notice to Owner may be issued with the statement, "liability undetermined" or "liability per Master Contract dated_____" provided the criteria noted in Section 13.04.08.00, et seq., can be met. Prior approval for this is required from the owner and Headquarters R/W.

11. SIGNATURE BLOCK

The signature block is to be filled out and signed by the appropriately authorized person.

REPORT OF INVESTIGATION – COVER AGREEMENT ONLY

DISTRICT	COUNTY	ROUTE	POST MILE	PROJECT ID	EA
UTILITY FILE NO.	FEDERAL AID NO.	UTILITY OWNER			UTILITY FACILITY

(Only use this ROI once Cover Agreement is in place).

This Report of Investigation is submitted for review and approval. The following support documents are attached: Approval of FHWA Specific Authorization is is not requested.

- A copy of the Manhole / Valve Cover plan as described in Sections 13.05.03.00 and 13.05.03.01 of the R/W Manual.
- A copy of the executed Cover Agreement.
- A copy of the proposed Notice to Owner.

1. PROJECT LOCATION AND DESCRIPTION:**2. LIABILITY DATA:**

A. PROJECT IS A:

Conventional Highway
Other

B. UTILITY OWNER IS: Public Private

C. EXISTING UTILITY FACILITY IS LOCATED:

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1) In existing State Highway right of way? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) On other public way, i.e., city street? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) On private property? | <input type="checkbox"/> | <input type="checkbox"/> |

D. LIABILITY IS BASED ON:

Per Section 680.5 and 707.5 of the Streets and Highway Code (The State and any utility as defined in Section 600 & 700 of these codes may enter into a contract providing for or apportioning the obligations and costs to be borne by each party).

3. RELOCATION PLAN DETAILS:

A. IT IS ANTICIPATED THE UTILITY WORK WILL BE COMPLETED BY:

_____ (date).

B. THIS RELOCATION WILL BE FUNDED WITH:

Yes No
 State Funds Only.

4. THE WORK WILL BE PERFORMED BY:

State's Highway Contractor. The utility work is to be included in State's Highway construction contract. The District has determined this is the most cost-effective method.

5. ESTIMATED COST OF MANHOLE/VALVE COVERS ADJUSTMENT TO GRADE:

Number of Manhole/Valve covers _____ x \$ _____
= Estimated Total Cost \$ _____

Consisting of Construction funds: \$ _____

Total State Cost \$ _____

6. CERTIFICATION:

Yes No
 The project engineer has certified that the relocation plan will clear the project.

The District Utility Coordinator has reviewed the proposed manhole, valve cover adjustment to grade and has determined it is a cost-effective plan to functionally restore the utility owner's operating facilities that existed prior to the State's highway project.

7. ATTACH A BRIEF NARRATIVE DISCUSSION OF THE PROPOSED UTILITY WORK TO THIS REPORT WHICH INCLUDES:

Description of existing utility facility and its location. How many manhole and valve covers being adjusted to grade and whether State or Company Specification was used.

Prepared By: _____ Date _____
(NAME)
Utility Coordinator

Approved By: _____ Date _____
(NAME)
District Utility Coordinator

**R/W UTILITY ESTIMATE WORKSHEET AND
R/W DATA SHEET INSTRUCTIONS**

Date _____
 Post Mile _____
 Project ID No. _____
 EA _____

Description of Project:

Estimate for: Preliminary Route Estimate (Alternate No. _____)
 R/W Data Sheet (Preferred Alternate)

Evidence of Utilities:

Gas Electric Telephone Cable TV Water Public Drainage/Irrigation
 Sewer Fiber Optics Other (Explain in "Remarks")

Anticipated Utility Relocations:

Gas Electric Telephone Cable TV Water Public Drainage/Irrigation
 Sewer Fiber Optics Other (Explain in "Remarks")

Estimated Cost of Utility Relocations:

_____ L.F. of Gas Line	@ \$ _____/L.F.	= \$ _____
_____ L.F. of UG Electric Line	@ \$ _____/L.F.	= \$ _____
_____ L.F. of UG Telephone Line	@ \$ _____/L.F.	= \$ _____
_____ Wood Poles (Telephone)	@ \$ _____/Pole	= \$ _____
_____ Wood Poles (Electric)	@ \$ _____/Pole	= \$ _____
_____ Joint Poles	@ \$ _____/Pole	= \$ _____
_____ Steel Poles	@ \$ _____/Pole	= \$ _____
_____ Steel Towers	@ \$ _____/Tower	= \$ _____
_____ L.F. of Water Line	@ \$ _____/L.F.	= \$ _____
_____ Fire Hydrants	@ \$ _____/F.H.	= \$ _____
_____ L.F. of Sewer Line	@ \$ _____/L.F.	= \$ _____
_____ L.F. of Fiber Optics Line	@ \$ _____/L.F.	= \$ _____
_____ Other (Explain)	@ \$ _____/	= \$ _____

TOTAL ESTIMATE (State's Share) = \$ _____

Remarks:

INSTRUCTIONS FOR PREPARING THE UTILITIES PORTION OF THE RIGHT OF WAY DATA SHEET

(Fill in all blank spaces and explain where necessary.)

The Right of Way Data Sheet (R/W Data Sheet) is prepared by R/W P&M with assistance from the District Utility Coordinator. The District Utility Coordinator must provide the following information to R/W P&M:

- Item 1. Right of Way Cost Estimate: (Capital)
 B. Utility Relocation (State Share)

Current Value (Future Use)	Escalation Rate	Escalated Value
<u>\$(2a.)</u>	<u>(2b.)%</u>	<u>\$(2c.)</u>

- 2a. Enter the total estimated dollar amount which the State will need to pay the affected utility owners for relocation of their facilities. Estimates can be obtained from the owners or the Utility Coordinator's best guess. The estimate must be as accurate as possible, but should always be based on the most probable "worst case" and "highest cost" assumptions.
- 2b. Enter the escalation rate as a percentage. The escalation rate is the expected yearly average increase in utility relocation costs to the year of utility construction completion. Escalation rates can be obtained from construction and building cost indices, past trends in utility relocation projects, etc.
- 2c. Enter the total dollar amount using 2a. escalated to the year of utility construction completion by 2b., i.e.:

$$\begin{array}{r}
 \$100,000.00 \text{ (Current relocation costs--2a.)} \\
 \times \quad 1.05 \text{ (Escalation rate of 5%--2b.)} \\
 \hline
 \$105,000.00 \text{ (Escalated Value--2c.)}
 \end{array}$$

- Item 3. Parcel Data: (Support)
Utilities

- U4-1 ____ = The total number of expected owner expense involvements.
- 2 ____ = The total number of expected State expense involvements; conventional highway (no access control) and no Federal aid for the project.
- 3 ____ = The total number of expected State expense involvements; freeway (access control) and no Federal aid for the project.
- 4 ____ = The total number of expected State expense involvements; conventional highway or freeway and Federal aid for the project.
- U5-7 ____ = The total number of expected utility verifications, which will not result in involvements.
- ~~____-8 ____ = The total number of expected utility verifications, anticipating 50% of the verifications will have involvements and 50% will not.~~
- 9 ____ = The total number of expected utility verifications, which will result in involvements.

NOTE: The sum of the U4s must equal the sum of 1/2 of the U5-8s and all of the U5-9s.

- Item 7. Are utility facilities or rights of way affected?
 Yes No (If "Yes," explain.)

Use this section to explain all known or possible utility conflicts, any easements that may be required for utility relocations, field meeting comments, etc. If there are no utility facilities anticipated, mention: "Utility relocations are not anticipated. However, utility verifications will be required." (Check "Yes" above in this instance.)

NOTE: The comments mentioned above must be reflected in the number of involvements in U4s and U5s in "Item 3., Parcel Data."

- Item 14. Indicate the anticipated Right of Way schedule and lead time requirements. (Discuss if the District proposes less than formula lead time and/or if significant pressures for project advancement are anticipated.)

This section is used to discuss the total amount of months you need to complete your work (lead time). A minimum of 6 months is required for all projects where verifications are needed. If relocations are involved, it is best to request at least 9 months; for tower or other complex relocations, 18 months are needed. (Utility owners can tell you long lead time materials.)

NOTE: It is always a good idea to remind the project engineer that lead time starts for relocation of utilities when they supply adequate plans for requesting relocation plans from utility owners.

- Item 15. Is it anticipated that all Right of Way work will be performed by CALTRANS staff?
 Yes No (If "No," discuss.)

*Evaluations prepared by:

Utilities: Name _____ Date _____

*The Utility Coordinator must sign and date the R/W Data Sheet.

NOTE: Return the R/W Data Sheet to R/W P&M via the District Utility Coordinator for input into PMCS and forwarding to the project engineer.

UTILITY AGREEMENT WORKSHEET

DISTRICT	COUNTY	ROUTE	POST MILE	PROJECT ID	EA
FEDERAL PARTICIPATION			OWNER'S FILE NUMBER		
FEDERAL PARTICIPATION On the Project <input type="checkbox"/> Yes <input type="checkbox"/> No			On the Utilities <input type="checkbox"/> Yes <input type="checkbox"/> No		

Owner Payee Data No. _____ or Form STD 204 is attached

UTILITY AGREEMENT NO. ___ - _____ **DATE** _____

The State of California acting by and through the Department of Transportation, hereinafter called "STATE" proposes to and Name and address hereinafter called "OWNER," owns and maintains _____ within the limits of STATE'S project which requires _____ to accommodate STATE's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

- I-1. Work Performed by Owner per Owner's Plan:
- I-2. Work Performed by State's Contractor per State's Plans:
- I-3. Work Performed by State's Contractor per Owner's Plan:
- I-4. Work Performed by Both Owner and State's Contractor per Owner's Plan:
- I-5. Preliminary Engineering by Utility Owner:

II. LIABILITY FOR WORK

- II-1. State's Expense - S&HC Section 702 or 703:
- II-2. State's Expense - S&HC 704:
- II-3. State's Expense - Superior Rights:
- II-4. State's Expense - Service Line on Private Property:
- II-5. State's Expense - Prescriptive Claims:
- II-6. Owner's Expense - Encroachment Permit:
- II-7. Owner's Expense - Trespass:
- II-8. State or Prorated Expense - Right of Way Contract:
- II-9. State or Prorated Expense - Master Contract:
- II-10. Prorated Expense - No Master Contract:
- II-11. Liability in Dispute - Deposit is not a Waiver of Rights:
- II-12. State/Local Public Agency (LPA) Requests Undergrounding – Engineering or Cost-Effective Option:
- II-13. Local Public Agency (LPA) Requests Undergrounding:

UTILITY AGREEMENT WORKSHEET (Cont.)

UTILITY AGREEMENT NO. -

III. PERFORMANCE OF WORK

- III-1. Owner's Forces or Continuing Contractor Performs Work:
- III-2. Owner Performs Work by Competitive Bid Process:
- III-3. State's Contractor Performs All or a Portion of Work:
- III-4. Owner to Hire Consulting Engineer:
- III-5. Owner and State's Contractor Performs Work:
- III-6. Travel Expenses and Per Diem (has been made as part of the mandatory language of the agreement)

Use of personnel requiring lodging and meal ("per diem") expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines. Accounting Form FA 1301 is to be completed and submitted for all non-State personnel travel per diem. OWNER shall also include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed.

- III-7. Prevailing Wage Requirements:
- III-8. Owner to Prepare Preliminary Engineering Plans:

IV. PAYMENT FOR WORK

- IV-1. Owner Operates Under PUC, FERC or FCC Rules:
- IV-2. Owner Does Not Operate Under PUC, FERC or FCC Rules:
- IV-3. For All Owners - Progress/Final Bills:

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit detailed itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by STATE of documentation supporting the cost increase **and** after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section I above. If the STATE has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements, for OWNER's facilities (if required), STATE will provide written notification to OWNER of its intent to close its file

UTILITY AGREEMENT WORKSHEET (Cont.)

UTILITY AGREEMENT NO. -

within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the STATE processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of a detailed itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the STATE shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by STATE. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a Revised Notice to Owner as provided for in Section I, a copy of said Revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of STATE.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by State/Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then State/LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

UTILITY AGREEMENT WORKSHEET (Cont.)

UTILITY AGREEMENT NO. -

- IV-4. Advance of Funds - State Liability:
- IV-5. Loan of Funds - Owner Liability:
- IV-6. Agreement for Identified Betterments:
- IV-7. State Performs Work - Owner Requested Betterments:
- IV-8. Lump-Sum/Flat-Sum Billing Utility Agreements (Excluding Pac Bell/SBC):
- IV-9. Lump-Sum/Flat-Sum Pac Bell/SBC Billing Utility Agreements:
- IV-9a. Lump-Sum/Flat-Sum AT&T Billing Utility Agreements:
- IV-10. State's Contractor Performs Portion of Work-Owner Liability:

V. GENERAL CONDITIONS

- V-1. State Liable for Review and Design Costs, Project Cancellation Procedures and Utility Agreement Subject to State Funding Clauses - FOR ALL OWNERS:
- V-2. Notice of Completion - FOR ALL OWNERS:
- V-3. Owner to Acquire New Rights of Way with STATE Liable for a Portion of Costs:
- V-4. State to Provide New Rights of Way Over State Lands:
- V-5. State to Provide New Rights of Way Over Private Lands:
- V-6. State to Issue a JUA or CCUA:
- V-7. Master Contract Specifies Equal Replacement Rights:
- V-8a. Federal Aid Clause - No Master Contract:
- V-8b. Federal Aid Clause – No Master Contract and NEPA Document on a Project:
- V-9a. Federal Aid Clause – Master Contract:
- V-9b. Federal Aid Clause – Master Contract and NEPA Document on a Project:
- V-10a. Facilities Replaced per Liability Determination Under Water Code Section 7034:
- V-10b. Facilities Replaced per Liability Determination Under Water Code Section 7035:
- V-11a. Utility Owner Self Certification Method:
- V-11b. Vendor/Manufacturer Certification Method:
- V-12. Utility Agreement not subject to BUY AMERICA
- V-13. De Minimis
- V-14a. Acknowledgments
- V-14b. Acknowledgments (Mandatory Language FOR ALL OWNERS):
- V-15. Greenhouse Gases – For Owner's Contractor

UTILITY AGREEMENT WORKSHEET (Cont.)

UTILITY AGREEMENT NO. -

VI. OIL COMPANY CLAUSES (ONLY)

- VI-1. Replacement Right of Way:
 - VI-2. Indemnity:
 - VI-3. Choice of Law:
 - VI-4. Force Majeure:
 - VI-5. Entire Agreement:
-
-

UTILITY AGREEMENT WORKSHEET (Cont.)

UTILITY AGREEMENT NO. -

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

STATE: DEPARTMENT OF TRANSPORTATION

OWNER:

By _____
 Name NAME Date
 Title Assistant Central Region
 Chief
 Right of Way

By _____
 Name _____ Date
 Title _____

APPROVAL RECOMMENDED:

By _____
 Name NAME Date
 Title District Utility Coordinator
 Right of Way

By _____
 Name NAME Date
 Title Utility Coordinator
 Right of Way

THIS AGREEMENT SHALL NOT BE EXECUTED BY THE STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.

DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:

UTILITY COMPLETES:

T CODE	DOCUMENT NUMBER	SUFFIX	DIST	UNIT	CHG DIST	PROJECT ID	PHASE	SPECIAL DESIGNATION	FFY	FA	OBJ CODE	DOLLAR AMOUNT
	UA											
	UA											

PROJECT ID FUNDING VERIFIED:	
Sign:	
Print: NAME R/W Planning and Management	Date

REVIEW/REQUEST FUNDING:	
Sign:	
Print: NAME Utility Coordinator	Date

THE ESTIMATED COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$ _.

CERTIFICATION OF FUNDS				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
Planning and Management				Date
ITEM	CHAP	STAT	FY	AMOUNT

FUND TYPE	PROJECT ID	AMOUNT
Design Funds		\$
Construction Funds		\$
RW Funds		\$

Vendor/Customer:	
Address ID:	

Distribution: 2 originals to R/W Accounting
 1 original to Utility Owner
 1 original to Utility File

**RELOCATION CLAIM LETTER TO OWNER REQUESTING
MANHOLE/VALVE COVER ADJUSTMENT TO GRADE**

Date _____
 Utility Number _____
 Post Mile _____
 Project ID No. _____
 EA _____
 Subject to Buy America Yes _____ No _____

Enclosed are two sets (paper copies or an electronic copy) of the State's preliminary plans covering the proposed [conventional highway] construction project on State Route _____. The State's planned construction will include [DESCRIBE THE PROJECT]

Your [Company's] [City's] [County's] [District's] [Authority's] _____ facilities are within the project's area and may be affected by planned construction. These plans are for your use in determining your claim of liability and estimate of cost for adjustment to grade of your facilities, at the location(s) shown highlighted on the plans.

If your [Company's] [City's] [County's] [District's] [Authority's] _____, (manhole) (valve) covers are inclusive of an executed Manhole and Valve Cover Agreement between [Company's] [City's] [County's] [District's] [Authority's] _____, and the Department, then you have the option (s) to either A or B:

(PLEASE CHECK ONE OF THE FOLLOWING)

- A. The Department will perform the manhole and valve cover adjustment to grade at no cost to your [Company's] [City's] [County's] [District's] [Authority's] _____. Please sign and return your design specification (via mail or electronically) otherwise, the State contractor will use the Department's specifications. A cover letter Notice to Owner, plan sheet and Department specifications will follow.

If your [Company's] [City's] [County's] [District's] [Authority's] _____, chooses not to allow the Department to adjust to grade said manhole / valve covers, and will not execute a Manhole/Valve Cover Agreement, then please complete the following:

- B. Your [Company's] [City's] [County's] [District's] [Authority's] _____, will perform the work, please submit the following information to Utility Coordinator prior to _____ (date) _____ so that a Notice to Owner, Encroachment Permit, and if necessary, a Utility Agreement can be prepared:

**RELOCATION CLAIM LETTER TO OWNER REQUESTING
MANHOLE/VALVE COVER ADJUSTMENT TO GRADE (Cont.)**

EXHIBIT
13-EX-08 (NEW 05/2022)
Page 2 of 3

1. The date your existing facilities were installed:
2. Your occupancy rights for installation:
 - a. Fee-owned land
 - b. Easement (recorded)
 - c. State Permit
 - d. County Permit
 - e. City Permit
 - f. JUA or CUA
 - g. Other (Explain)

Provide a copy of your supporting documentation for your occupancy rights claim of A., B., C., D., E or F. above.

3. Your itemized estimate of cost which should include a breakout for labor, material, transportation, equipment, and administrative overhead. If you will be requesting a lump-sum Utility Agreement, provide an itemized estimate which includes a detailed breakdown of the above-mentioned items.
4. Your work will be performed by:
 - a. Own forces
 - b. Continuing contractor
 - c. Competitive bid contract

5. Your liability claim:
State ____% Owner ____%

- **Note – Designer to provide Standard Spec. for the Manhole/ Valve Cover to be adjusted to grade.**
-

**RELOCATION CLAIM LETTER TO OWNER REQUESTING
MANHOLE/VALVE COVER ADJUSTMENT TO GRADE (Cont.)**

EXHIBIT
13-EX-08 (NEW 05/2022)
Page 3 of 3

This project is currently scheduled for construction _____. [This project will be subject to Buy America. Re-used materials are Buy America compliant, new materials are not.] If you have any questions, please call me at () _____. Your cooperation is appreciated.

Sincerely,

Utility Coordinator
Right of Way Utilities

c: _____, Project Development

Enclosures

[Company's] [City's] [County's] [District's] [Authority's] _____
Specification for Manhole/Valve cover adjustment to grade are included, please proceed with your work.

Representative: _____, Title _____

Date: _____

RELOCATION CLAIM LETTER TO OWNER (AGREEMENT)

County Route	_____
Utility Number	_____
Post Mile	_____
Project ID No.	_____
EA	_____
Subject to Buy America	Yes _____ No _____

Date

Address

Dear _____:

Enclosed are two sets (paper copies or an electronic copy) of the State's preliminary plans covering the proposed [freeway] [scenic highway] [conventional highway] construction project on Route _____. Proposed construction will include [DESCRIBE THE PROJECT]

_____.

Your [Company's] [City's] [County's] [District's] [Authority's] _____ facilities are within the project and may be affected by planned construction. These plans are for your use in (1) verifying your existing facilities as shown on the plans, (2) completing your relocation plans, (3) identifying related easement requirements, (4) developing your claim of liability, and (5) preparing your estimate of cost for the project.

[This is a freeway and all rights of access will be restricted. If the State is liable for any portion of your relocation costs, and if any of your plans will be prepared by a consulting engineer, a copy of the proposed agreement with your consultant must be forwarded to this office as soon as possible. Employment of a consultant for a fee based on a percentage of the relocation cost is not acceptable. If desired, an example of a typical consultant agreement, along with the Certification of Consultant, will be furnished upon your request.]

If easements are required to relocate your facilities, please delineate your needs on the plans. This information is needed as soon as possible so your replacement easements can be acquired by the State along with other lands required for this project. You may submit your easement requirements ahead of your overall relocation plans.

Please take actions as are required to submit the following information for review prior to _____ so a Notice to Owner, Encroachment Permit, and if necessary, a Utility Agreement can be prepared:

1. Six sets (paper copies or an electronic copy) of your relocation plans with related easement requirements, and any changes to the existing facilities as shown on the State's preliminary plans.
2. The approximate number of working days you need to complete your relocation work per your plans, including any construction windows you may need.
3. The date your existing facilities were installed.
4. Your occupancy rights for installation:
 - A. Fee-owned land
 - B. Easement (recorded)
 - C. Easement (unrecorded)
 - D. Prescriptive right
 - E. JUA or CCUA
 - F. Franchise
 - G. State Permit
 - H. County Permit
 - I. City Permit
 - J. Other (Explain)

Please provide a copy of your documentation to support your occupancy rights claim for A, B, C, D, or E above.

5. An itemized estimate of cost which includes a breakout for labor, material, transportation, equipment, and administrative overhead. If you will be requesting a lump-sum Utility Agreement, provide an itemized estimate which includes a detailed breakdown of the above-mentioned items.
6. Your work will be performed by:
 - A. Own forces
 - B. Continuing contractor
 - C. Competitive bid contract

7. Your liability claim:

State _____% Owner _____%

Your performance of the actions described above, and your submission of the information described above are conditions precedent to the issuance of a Notice to Owner and Encroachment Permit by Caltrans, and, if necessary, the execution of a Utility Agreement. The parties agree that the Notice to Owner will set forth the terms, covenants, and conditions that are mutually agreed upon by the parties, and that the

RELOCATION CLAIM LETTER TO OWNER (AGREEMENT) (Cont.)

Notice to Owner shall constitute the written agreement required by 23 CFR 645.113 ("Written Agreement").

This project is currently scheduled for construction _____. Based on the same schedule, the Notice to Owner to relocate your facilities will be issued on or before _____. [This project will be subject to Buy America. All relocations will need to be Buy America compliant.]

If technical design information is needed, you may call our Project Engineer, _____, telephone () _____. Should you have any other questions, please call me at () _____. Your cooperation is appreciated.

Sincerely,

Utility Coordinator
Right of Way Utilities

c: _____, Project Development

Enclosures

VERIFICATION LETTER TO OWNER

Date	_____
Utility Number	_____
Post Mile	_____
Project ID No.	_____
EA	_____
Subject to Buy America	Yes _____ No _____

The State is developing plans for [constructing a] [improving the existing] [freeway] [scenic highway] [conventional highway] on Route _____. Proposed construction will include [DESCRIBE THE PROJECT]

Our Project Development staff needs information regarding your existing utility facilities. The facilities will be considered in design and will be brought to the attention of our contractor through inclusion in the construction contract plans.

[Attached] [Enclosed] are two sets (paper copies or an electronic copy) of the State's geometric base maps (base maps) showing the limits of the project. Please verify your existing facilities, deleting any that have been removed or abandoned and delineating any not shown. Please list what is carried by the facility (gas, electricity, water, etc.) and give ties, depth of cover, size, [voltage] [pressure], and any other information that might affect the design of the [freeway] [scenic highway] [conventional highway]. Return a set of base maps (via mail or electronically) to me prior to _____. A print of your construction plans, if available for the area, will be satisfactory in lieu of plotting facilities on our base maps. If necessary, at a later date plans will be sent to you for preparing your relocation plans.

[This is a freeway and rights of ingress and egress will be restricted. If any of your plans will be prepared by a consulting engineer, a copy of the proposed Agreement with the consultant must be forwarded to this office as soon as possible for transmittal to the Federal Highway Administration (FHWA) for approval. Employment of a consultant for a fee based on a percentage of the relocation cost will not be approved by the FHWA. If desired, an example of a typical Agreement, along with the Certification of Consultant, can be furnished upon request.]

If easements are required to relocate your facilities, please delineate on your base maps. This information is needed as soon as possible so your easements can be acquired by the State along with other lands required for this project. If possible, provide us with your easement requirements prior to submitting your plans to us.

[Since there is a bridge structure involved, we need to know if you plan to go through the structure. If you do, please fill out the attached Structure Information Sheet and delineate on the State's preliminary plan your desired location of your facilities and return to me, along with the above-mentioned information, prior to _____.]

The following guidelines limit utility placement in or on our bridges. These guidelines apply to normal installations whereby utilities are installed in a box girder cell, suspended between girders (I- or T-girder structure types), or in the sidewalk slab.

1. The maximum allowable utility size depends on structural constraints of the bridge. Any utility or its casing with a diameter exceeding 19.69 inches may not be acceptable. Utilities of this size must be analyzed by Structures on a case-by-case basis.
2. The maximum diameter conduit allowed in sidewalks is 3.94 inches.
3. The maximum voltage allowed in an electrical line is 69 kV.
4. The maximum operating water pressure of a 19.69-inch diameter carrier line is 690 kPa.
5. The maximum volatile gas carrier line allowed is 15.75 inches.
6. Volatile fluids, gases, and high voltage lines shall not occupy the same cell or area between girders with any other utilities or with each other.

Please keep in mind that the following options are available when designing your facilities for expected seismic movement through the structure:

1. For existing structures, design for an expected minimum horizontal or vertical displacement of 2.4 inches. For new structures, design the facilities for an expected movement of 23.62 inches.
 2. Provide an event-actuated device that will automatically shut off the utility line.
 3. Provide a device that will detect a break in the utility line (and casing) and automatically shut off the utility line.
 4. Locate the utility line off the bridge.
-
-

VERIFICATION LETTER TO OWNER (Cont.)

This project is currently scheduled for construction about _____.
[This project will be subject to Buy America. All relocations will need to be Buy America compliant.] If you have any questions, please contact me via phone at () _____ and email at _____ . Your cooperation is appreciated.

Sincerely,

Utility Coordinator
Right of Way Utilities

c: _____, Project Development

[Attachments] [Enclosures]

“NO CONFLICTS” LETTER TO OWNER

Date _____
 Utility Number _____
 Post Mile _____
 Project ID No. _____
 EA _____

The State has completed the development of plans for [constructing a] [improving the existing] [freeway] [conventional highway] on State Route _____. The State's planned construction will include [DESCRIBE THE PROJECT]

 _____.

Our Project Development staff has determined there are no identified conflicts at this time between your facilities and the State's proposed construction project. Unless this changes, you will not be contacted again regarding this project. The project is currently scheduled for construction about _____.

If you would like to go over our plans or discuss the project with our Project Engineer, please contact me via phone at () _____ and via email at _____ . Your cooperation is appreciated.

Sincerely,

Utility Coordinator
 Right of Way Utilities

c: _____, Project Development

LETTER TO OWNER REQUESTING POSITIVE LOCATION

Date	_____
Utility Number	_____
Post Mile	_____
Project ID No.	_____
EA	_____
Subject to Buy America	Yes _____ No _____

Enclosed are two sets (paper copies or an electronic copy) of the State's preliminary plans covering the proposed [freeway] [scenic highway] [conventional highway] construction project on State Route _____. The State's planned construction will include [DESCRIBE THE PROJECT]

_____.

Your [Company's] [City's] [County's] [District's] [Authority's] _____ facilities are within the project's area and may be affected by planned construction. These plans are for your use in determining your claim of liability and estimate of cost for positive location of your facilities, at the location(s) shown highlighted on the plans.

Please submit the following information to me prior to _____ so a Notice to Owner, Encroachment Permit, and if necessary, a Utility Agreement can be prepared:

1. The date your existing facilities were installed.
2. Your occupancy rights for installation:

A. Fee-owned land	F. Franchise
B. Easement (recorded)	G. State Permit
C. Easement (unrecorded)	H. County Permit
D. Prescriptive right	I. City Permit
E. JUA or CUA	J. Other (Explain)

Provide a copy of your documentation to support your occupancy rights claim for A., B., C., D., or E. above.

3. Your itemized estimate of cost which should include a breakout for labor, material, transportation, equipment, and administrative overhead. If you will be requesting a lump-sum Utility Agreement, provide an itemized estimate which includes a detailed breakdown of the above-mentioned items.

4. Your work will be performed by:
 - A. Own forces

 - B. Continuing contractor

 - C. Competitive bid contract

5. Your liability claim:

State ____% Owner ____%

This project is currently scheduled for construction _____. [This project will be subject to Buy America. All relocations will need to be Buy America compliant.] If you have any questions, please contact me via phone at () _____ and email at _____ . Your cooperation is appreciated.

Sincerely,

Utility Coordinator
Right of Way Utilities

c: _____, Project Development

Enclosures

NOTICE TO OWNER TRANSMITTAL LETTER

Date _____
 Utility Number _____
 Post Mile _____
 Project ID No. _____
 EA _____
 Subject to Buy America Yes _____ No _____

The enclosed Notice to Owner No. _____ dated _____ covers the [positive location] [relocation] [removal] [abandonment] of your facilities in order to accommodate the State's [freeway] [conventional highway] construction project on State Route _____. The State's proposed construction will include [DESCRIBE THE PROJECT]_____

The requirements of this Notice to Owner are based on [State's] [your] Plan No. _____ dated _____ (attached as revised in red by this office), which have been previously discussed with you. The parties agree that this Notice to Owner sets forth the terms, covenants and conditions that are mutually agreed upon by the parties, and that this Notice to Owner constitutes the written agreement required by 23 CFR 645.113 ("Written Agreement"). Any deviations to agreed-upon plans, must be approved in writing.

(Also enclosed are three originals of a Utility Agreement covering the work to be done at State's expense. If the Agreement is satisfactory, please date and have the originals signed by the proper officials and return two to this office for execution. Keep the third copy for your file. A jointly executed Agreement will be returned to you.)

The State's Encroachment Permit is also attached, allowing your [Company] [County] [City] [District] [Authority] to work within the State's project limits.

This project is currently scheduled for construction _____. Please schedule your work to have it completed as specified in the Notice to Owner. Please advise _____, telephone () _____, email _____ two days in advance of your commencement of work within the State Highway rights of way.

Incorporated by Reference:

The following documents are incorporated by this reference into the Written Agreement (i.e., Plans, NTO, and Encroachment Permit).

NOTICE TO OWNER TRANSMITTAL LETTER (Cont.)

If you have any questions, please contact me via phone at () _____ or via email at _____ . Your cooperation is appreciated.

Sincerely,

District Utility Coordinator
Right of Way Utilities

Enclosures

c: _____, Project Engineer
_____, Construction
_____, Utility Engineering Workgroup

To: 1. R/W Planning and Management
2. R/W Utilities

Date: _____
_____-_____-____ PM ____ / ____
Project ID No.: _____
EA: _____

From: (NAME)
District Utility Coordinator
Right of Way Utilities

Subject: R/W Utilities Budget Update

Please update Utilities budget information for the above-mentioned project as follows:

1. Workloads:

U4: 1 _____	U5: 7 _____
2 _____	8 _____
3 _____	9 _____
4 _____	

2. R/W Utility Capital Funding (total amount):

FY _____	\$ _____
FY _____	\$ _____
FY _____	\$ _____

3. Schedules:

Early Design before PA&ED _____

Utility Maps to Right of Way ___ / ___ / ___

Recommended R/W Utility Lead Time: _____ months

4. Remarks:

COVER AGREEMENT NOTICE TO OWNER

COVER AGREEMENT NOTICE TO OWNER

Number _____

District	County	Route	Post Mile	Project ID	EA
Federal Aid Number					
Owner's File Number					
Date		Freeway <input type="checkbox"/> YES <input type="checkbox"/> NO			

To:
Because of the State Highway construction project:
Which affects your facilities:
You are hereby ordered to:
<p>Your work schedule shall be as follows: Construction shall commence (date) and should be completed by (date).</p> <p>State's Resident Engineer shall contact your third-party representative 48 hours prior to initial completion of construction to coordinate the facilities completion inspection.</p>
<p>Liability for the cost of the work is: 100% State's expense per executed Adjustment of Manhole and Valve Covers agreement between the State and City of (Name) dated (date).</p>

COVER AGREEMENT NOTICE TO OWNER (Cont.)

EXHIBIT
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Page 2 of 2

Notify _____ at telephone number _____ _____ hours prior to initial start of work, and _____ hours prior to subsequent restart when your work schedule is interrupted.

DISTRICT DIRECTOR
DISTRICT DIVISION CHIEF

By _____
DISTRICT UTILITY COORDINATOR

CC: Resident Engineer
Permits
R/W

THIS NOTICE DOES NOT CONSTITUTE A PERMIT. OBTAIN AN ENCROACHMENT PERMIT BEFORE STARTING WORK.

The Parties agree that this Notice to Owner will set forth the terms, covenants, and conditions that are mutually agreed upon by the parties, and that the Notice to Owner shall constitute the written agreement required by 23 CFR 645.113 ("Written Agreement").

Owner must submit all reimbursement and other payment claims arising from this Notice to Owner to Caltrans within 365 calendar days of the completion of the relocation (the "Claim Period"), and Owner waives, releases, and forfeits all right to reimbursement and any other payment for any claims that are submitted after the Claim Period.

INSTRUCTIONS FOR PREPARING

COVER AGREEMENT NOTICE TO OWNER AND REVISED NOTICE TO OWNER

1. THE NOTICE TO OWNER NUMBER

The "Number 10-1234" is to be assigned by the District Utility Coordinator. The number assigned must never be duplicated on another Notice to Owner. The number assigned to Notices are for the same purpose as for acquisition parcel numbers, that is to identify the specific transaction.

2. REFERENCE BLOCK

- A. The "District" for which the project is being built.
- B. The "County" in which the project is being built.
- C. The "Route" on which the project is being built.
- D. The "Post Mile" limits of the project.
- E. The "Project ID" (ten-digit number).
- F. The "E.A." (expenditure authorization) of the project (use design phase E.A. of the project).
- G. The "Federal Aid Number," taken from the E-76, for the Right of Way Utilities portion of the project. If there is no Federal Aid, then N/A should be inserted.
- H. The "Owner's File Number" should be shown (use owner's plan number) if available.
- I. The "Date" is the date the Notice to Owner is to be sent to the owner.
- J. Check the box which indicates if the project is for the construction of a freeway as identified in S&HC Section 253.

3. MAILING ADDRESS

The "To" is the utility owner, i.e., Pacific Gas and Electric Company (PG&E), AT&T, City of, County of, etc. The Notice should not be addressed to an individual.

4. PROJECT DESCRIPTION

Insert project description following the statement "Because of the State Highway construction project." The project description can be found in the "Status of Projects." The project description can also be found on the Department's automated systems, PMCS, and PYPSCAN. Since the project description frequently contains Departmental "shorthand" and acronyms, editing will be needed to make the description clear to the general public.

5. UTILITY FACILITIES DESCRIPTION

Describe the facilities being impacted following the statement, "Which affects your facilities." The description should briefly describe the owner's facilities, i.e., gas, electric, telephone, water, etc., facility. The description should also include the type and size of the facility. It is always best to have a statement which is all inclusive, i.e., "existing water facilities within the limits of the State's proposed construction project."

6. ORDERED WORK DESCRIPTION

Describe ordered work to be done following the statement, "You are hereby ordered to." The description should briefly describe the work necessary to eliminate construction conflicts with the project that the owner is ordered by the State to be done. The described work must be definite as in referring to the date of a specific plan that was accepted by the Project Engineer to eliminate identified conflicts with planned construction. General phraseology such as "to eliminate all conflicts with planned construction" is not acceptable as it does not identify the specific work to be done for which the State may be obligated to reimburse the owner.

7. WORK SCHEDULE

Describe the work schedule to be followed by the owner following the statement, "Your work schedule shall be as follows." The description must give specific dates as to when the owner's work must be completed. When the work is to be accomplished in coordination with the State's highway construction, the schedule must set forth the coordination schedule, as provided for in the "Specials" of the State's PG&E. Separate schedules are to be given to each owner which prescribes the agreed-to coordinated sequence for multiple owner facilities being relocated to joint pole or joint trench situations. When necessary, the work schedule may be shown as an attachment to the Notice to Owner.

8. NOTIFICATION

The Notice to Owner shall specify the name of an individual and telephone number to be notified when the owner plans to start work. The person can be the Utility Coordinator, or any person designated by the Utility Coordinator. Normally, the State requires 72 hours notification from the owner prior to initial start of work and 24 hours notification for subsequent starts when their work has been interrupted.

9. LIABILITY DESCRIPTION

The liability description is a completion of the sentence, "Liability for the cost of the work is." The description shall specifically set forth whether the State or the owner will bear the cost of the work and the reason therefore. Typical statements to be used are found in Section 13.07.03.02, Liability For Work. Under limited circumstances where it is imperative that the relocation work be commenced before a specific liability determination can be made, the Notice to Owner may be issued with the statement, "liability undetermined" or "liability per Master Contract dated_____" provided the criteria noted in Section 13.04.08.00, et seq., can be met. Prior approval for this is required from the owner and Headquarters R/W.

10. SIGNATURE BLOCK

The signature block is to be filled out and signed by the appropriately authorized person.

THE REVISED NOTICE TO OWNER will additionally require the REVISION number, the DATE of the revision, and must be acknowledged by the owner on the signature line provided.

Date: _____
_____-_____-_____ PM ____ / ____
Project ID No.: _____
EA: _____
Federal Aid No.: _____

Attached is your copy of the jointly executed (Amended) Utility Agreement No. _____ dated _____, which provides that your [Company] [City] [County] [District] will be reimbursed for (a portion of) the cost incurred for the [positive location] [relocation] [removal] [abandonment] of your facilities to accommodate the State's [freeway] [conventional highway] construction project on Route _____.

[Within 180 days of the completion of your work, please submit six copies of your detailed and itemized bill on your letterhead, being sure to include the following:

1. Starting and completion dates of your work.
2. Credits for salvage, betterment, and depreciation.
3. Credits for any progress payments already made.]

This Agreement was transmitted to this office with your letter dated _____, your File No. _____.

Your construction work within the limits of the State's project should be completed by _____. If you have any questions, call me at () _____. Your cooperation is appreciated.

Sincerely,

Utility Coordinator

Attachment

<u>District</u>	<u>County</u>	<u>Route</u>	<u>Post Mile</u>	<u>Project ID No.</u>	<u>EA</u>
Federal Aid No.:		_____			
Owner's File:		_____			
FEDERAL PARTICIPATION:		On the Project	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		On the Utilities	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

FIRST (SECOND, ETC.) AMENDMENT TO UTILITY AGREEMENT NO. _____

WHEREAS, the State of California, acting by and through its Department of Transportation, hereinafter called STATE, and _____, hereinafter called OWNER, have entered into that certain Utility Agreement No. _____, dated _____, which Agreement sets forth the terms and conditions pursuant to which OWNER has _____ (describe what the Owner has done to the type of facility affected) _____ to accommodate STATE's construction on Route _____, Project No. _____; and,

WHEREAS, in the performance of said work, increased costs over and above those estimated at the time of the execution of said Agreement were incurred due to the fact that _____ (describe why costs were more than originally estimated) _____; and,

WHEREAS, it has been determined that, since final costs have overrun the amount shown in said Agreement by _____%, and when the increased cost exceeds by 25% the estimated amount set forth in said Agreement, said Agreement shall be amended to show the increased cost of the work to the STATE; and,

WHEREAS, the estimated cost to the STATE of the work to be performed under said Agreement was \$_____, and by reason of the increased costs referred to above, the amended estimated cost to the STATE is \$_____.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The estimated cost to the STATE of \$_____ as set forth in said Agreement is hereby amended to read \$_____.
2. All other terms and conditions of said Agreement remain unchanged.

AMENDMENT TO UTILITY AGREEMENT EXAMPLE (Cont.)

IN WITNESS WHEREOF, the parties hereto have executed this _____ (First, Second, etc.) Amendment to Utility Agreement No. _____ this ____ day of _____, ____.

STATE

OWNER

By _____
Senior Right of Way Agent Date

By _____
Name/Title Date

APPROVAL RECOMMENDED:

By _____
Utility Coordinator Date

By _____
Utility Coordinator Date

DO NOT WRITE BELOW – FOR ACCOUNTING PURPOSES ONLY

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:

T CODE	DOCUMENT NUMBER	SUF FIX	DIST	UNIT	CHG DIST	PROJ ID/EA	SUB JOB	SPECIAL DESIGNATION	FFY	UTILITY COMPLETES:		
										FA	OBJ CODE	DOLLAR AMOUNT
	UA											
	UA											

PROJECT ID/EA FUNDING VERIFIED:	
Sign> _____	
Print> _____	
R/W Planning and Management	Date

REVIEW/REQUEST FUNDING:	
Sign> _____	
Print> _____	
Utility Coordinator	Date

Distribution: 2 originals to R/W Accounting
1 original to Utility Owner
1 original to File

Date: _____
_____-_____-_____ PM ____ / ____
Project ID No.: _____
EA: _____
Federal Aid No.: _____

SPECIAL AGREEMENT NO. _____

WHEREAS, the State of California, acting by and through its Department of Transportation, hereinafter called STATE, requested _____, hereinafter called OWNER, to prepare plans for the relocation of _____ (describe facility) _____ to accommodate the proposed construction project of _____ (describe the project) _____; and,

WHEREAS, the cost of relocating said facilities was to be _____ (describe what the liability was) _____; and,

WHEREAS, the STATE's proposed construction project has been indefinitely deferred and OWNER was requested to cease work on the relocation plans; and,

WHEREAS, the OWNER has incurred engineering costs in the estimated amount of \$_____ and the STATE wishes to reimburse the OWNER for said costs.

NOW, THEREFORE, it is agreed as follows:

1. The STATE will reimburse the OWNER for the actual cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization, compiled on the basis of the actual cost and expense _____ (finish the paragraph with the appropriate clause as follows) _____ [incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission or Federal Communications Commission, whichever is applicable]. [The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.]
 2. Detailed records from which the billing is compiled shall be retained by the OWNER for a period of four years from the date of the final bill and will be available for verification by STATE and Federal auditors.
-

Date _____
County _____
Route _____
Post Mile _____
Project ID No. _____
EA _____
Federal Aid No. _____

Subject: R/W Utilities Certification

Project Description:

_____.

SECTION I - STATUS OF REQUIRED UTILITY RELOCATION(S):

A. None Required

(or)

B. All utility work has been completed. Arrangements have been made with the owners of facilities listed in Section II (on next page) that will remain within the right of way of the project, so that adequate control of the right of way will be achieved.

(or)

C. All utility work will be completed by a stated date prior to award of the contract. Arrangements have been made with the owners of facilities as listed in Section II (on next page) that remain within the right of way of the project, so that adequate control of the right of way will be achieved.

(or)

D. All necessary arrangements have been made for the completion of remaining utility work required to be coordinated with project construction as listed in Section II (on next page). Arrangements have also been made with the owners of facilities shown in Section II (on next page), which are not impacted by the project and which will remain within the right of way of the project, so that adequate control of the right of way will be achieved. Our contract special provisions provide for their coordination.

R/W UTILITY CERTIFICATION (Cont.)

SECTION II - LISTING OF ALL UTILITY OWNERS (This section must be completed for every certification.):

A. The following is a listing of utility owners and type of facility located within the project right of way. Those in conflict with the project are identified by Notice Number, etc.

<u>Utility Owner</u>	<u>Type Facility</u>	<u>Notice Number (NTO)</u>	<u>Agreement Date</u>	<u>Liability (Owner / State)</u>	<u>Relocation Schedule</u>
					Actual Date (or) Construction Window (or) Bid Item

B. For utility work to be done as a bid item, provide the following information. Include a copy of the FHWA Specific Authorization for each bid item (if applicable).

<u>Bid Item Number</u>	<u>Utility Owner</u>	<u>Type Facility</u>	<u>Liability (Owner / State)</u>	<u>Federal Aid (Yes / No)</u>

District Utility Coordinator
Right of Way Utilities

**PHASE 4 CONSTRUCTION UTILITY AGREEMENT -
BILLING MEMO TO ACCOUNTING (ESTIMATE)**

To: ACCOUNTS RECEIVABLE, MS 33
1820 Alhambra Boulevard
Sacramento, CA 95816

Date: _____

_____-_____-_____ PM ____ / ____

Project ID No.: _____

EA: _____

Federal Aid No.: _____

From: (NAME) _____
Utility Coordinator
Right of Way Utilities

Subject: (Progress) (Final) Billing Pursuant to Utility Agreement No. _____

Pursuant to the above-mentioned Utility Agreement, the agency is obligated to pay for their share of utility relocation costs. Please bill them for an advance deposit to cover their estimated utility cost of \$_____.

Please send a copy of the bill for our file and advise us the date when the bill was paid.

COOPERATIVE AGREEMENT BILLING/REFUND**MEMO TO ACCOUNTING****To:****Date:** _____

_____-_____-_____ PM ____ / ____

Project ID No.: _____

EA: _____

Federal Aid No.: _____

From: (NAME) _____

Utility Coordinator

Right of Way Utilities

Subject: Final (Billing) (Refund) Pursuant to Cooperative Agreement No. _____

Pursuant to the above-mentioned Cooperative Agreement, the (local agency) (is) (are) obligated to pay for their share of utility relocation costs. (Please bill them for the final cost of \$_____) (Please refund them \$_____) based on the following:

<u>UT No.</u>	<u>Utility Owner</u>	<u>Amount Previously Received</u>	<u>Amount</u>
<u>Due</u>		\$	\$

Total Amount Due (State) (Local Agency): \$_____

(Please send a copy of the bill for our file and advise us the date when the bill was paid.) (Please advise us when the refund was made.)

RIGHT OF WAY UTILITY PAYMENT REQUEST AND CODING INSTRUCTIONS

Lock Form

RW 13-06 (REV 11/2022)

TO: 1) R/W PLANNING AND MANAGEMENT
2) R/W ACCOUNTING BRANCH

FEDERAL PROJECT NO:
E-76 APPROVAL DATE:
UTILITY AGREEMENT NO:
AGREEMENT APPROVAL DATE:
UTILITY OWNER:
POSITIVE LOCATION SERVICE CONTRACT NO:

FROM: R/W DISTRICT _____ UTILITIES

PAYMENT FOR INVOICE(S) ATTACHED:
INVOICE NO(S) _____

CHECK/WARRANT MADE PAYABLE TO:

VCUST#:

PREPARED BY UTILITY COORDINATOR/CONTRACT MANAGER:

Sign _____ Date _____
Print _____ Telephone _____

 UTILITY AGREEMENTS:

- PARTIAL PAYMENT
 PAYMENT FALLS WITHIN 25% SUPPLEMENTAL
 PAYMENT COVERED BY AMENDMENT
 ADVANCE
Note to ACS: Code 'N' (ineligible) for payment.
 FINAL PAYMENT

 POSITIVE LOCATION (POTHOLING):

- PAYMENT
 PARTIAL PAYMENT

 OTHER _____

CHECK AMOUNT \$ _____

FOR ISSUING CHECK/WARRANT:

Mail by _____
Date _____

REVIEWED BY UTILITY COORDINATOR SUPERVISOR:

Sign _____ Date _____
Print _____ Telephone _____

RIGHT OF WAY UTILITY TO COMPLETE UNSHADED FIELDS AND R/W P&M TO VERIFY CODES

CT DOCUMENT	EVENT TYPE	UNIT	PROJECT ID	PHASE	REPORTING CODE	OBJ CODE	N	SUB OBJ	BFY	AMOUNT
	C501				9					
	C501				9					
	C501				9					
	C501				9					

PLANNING & MANAGEMENT APPROVAL:

Sign _____ Date _____
Print _____ Telephone _____

ACCOUNTING NOTE: All data must be entered exactly as shown. Verify coding prior to entry into TRAMS. If any change is necessary, contact R/W P&M who will fax a revised copy to R/W Accounting for payment.

Distribution: Original + 1 copy - R/W Accounting; 1 copy - District P&M; 1 copy - Utility File

FHWA GUIDE FOR REVIEW OF UTILITY AGREEMENTS

RW 13-17 (REV 3/2010)

Lock Data on Form

FEDERAL PROJECT:	STATE PROJECT:
E-76 ALTERNATE PROCEDURE APPROVAL DATE:	AGREEMENT NUMBER:

YES NO

- Is the utility relocation necessary because of the highway project?
- Is there a determination by the District as to whose standards are most restrictive?
- Does the agreement incorporate 23 CFR 645 by reference?
- Does the agreement include a schedule for accomplishing the work?

Do the plans accompanying the agreement clearly show:

- The existing, temporary, and new facility?
- The centerline of the highway and right-of-way lines?
- Does the proposed highway facility as shown on the utilities plan correspond with the latest project plans approved by the FHWA?

- Does the agreement show the basis of the State's authority to pay for the relocation?
- Does the agreement provide for an acceptable method of developing relocation costs?
- Is the estimate sufficiently complete, including breakdown of labor, equipment, engineering, overhead, material, right of way, etc.?

- Are all participating and non participating items of cost properly identified in the estimate?
- Has credit been given for depreciation, salvage, and all betterment not necessitated by the requirements of the project?

- Is the work to be done by contract?
 - Yes **IF YES**, has the District determined that the use of a contractor is in the best interest of the state, OR that the company is not adequately staffed or equipped to perform the relocation?
 - No

- Was the contract method was used to perform this work?
 - Yes **IF YES**, has the District determined that it was in accordance with established procedures?
 - No

- Was the preliminary engineering performed by a consultant?
 - Yes **IF YES**, has the District determined that the use of a consultant has been approved in accordance with established procedures?
 - No

- Does the utility to be relocated occupy federal land?
 - Yes **IF YES**, has the District submitted the required statement citing the legal basis of the utility's compensable interest?
 - No

- Is removal without relocation involved?
 - Yes **IF YES**, has sufficient information been furnished to support reimbursement?
 - No

NAME	TITLE	DATE
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PRESCRIPTIVE RIGHTS CHECKLIST

RW 13-18 (REV 12/2013)

DISTRICT	COUNTY	ROUTE	PROJECT ID	E.A.	FILE
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YES NO

1. The property has been held in ADVERSE POSSESSION. This is important - see note below.
2. The property has been held continuously for 5 years or more.
3. The Utility Owner has submitted a claim letter in the format prescribed by 13-EX-19.
4. The property was held by the Federal, State, County, or Municipal Government during the period used to develop the prescriptive claim.

If 1, 2, or 3 above is answered NO, or 4 is answered YES, prescriptive cannot be claimed.

ADVERSE POSSESSION: Prescriptive requires adverse use, which is use with the knowledge of the owner and without permission. If the Utility Owner's facility is installed with the permission of the property owner, but without a document, we will consider the installation to be in place under a license or permit.

In some cases, the Utility Owner may take the position that they will not execute our standard prescriptive letter because of the "adverse use" statement. They contend that their facility is in place with the servient owner's permission, and it is therefore not an adverse use. When we receive a claim where the Utility Owner takes this position, it must be returned with a statement that they do have a supportable prescriptive claim and request that they state what prior and superior right (if any) they wish to claim and document.

The party claiming a prescriptive easement has the burden of proving all essential elements.

Mere passage over the subject property is not sufficient to establish a prescriptive title.

The claim can be established under multiple ownership of the easement. For instance, the five-year-occupancy requirement will be met when utility company "A" occupies the easement area for two years and then sells to company "B", who holds it for three years: a total of five years.

After a prescriptive claim has been established, a JUA or CCUA may be issued to document the prescriptive right claim. However, the JUA/CCUA must meet the criteria specified in Utility Manual Section 13.11.02.05.

Please contact your HQ R/W Utilities Senior in unusual cases or if you have questions.

NAME	TITLE	DATE
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