TITLE: UTILITY RELOCATIONS

UTILITY RELOCATIONS


PURPOSE

This manual change revises and deletes the following exhibits. It also updates the formatting and, where applicable, corrects any general typographical errors.

PROCEDURES

Exhibits

13-EX-1 Revises “Utilities Reference Material.”
13-EX-2 Changes title to “Right of Way Utility File Diary” and updates the exhibit.
13-EX-4 Deletes “CALTRANS Encroachment Policy and the Procedure for Getting Exceptions Approved.”
13-EX-5 Deletes “R/W Utility Management System (RUMS).”
13-EX-6 Revises “R/W Utility Estimate Worksheet and R/W Data Sheet Instructions.”
13-EX-7 Revises “Utilities on Structures Information Sheet.”
13-EX-8 Revises “Utilities on Structures Information Letter to Owner” and converts from Metric to English system of units and measures.
13-EX-9 Revises “Relocation Claim Letter to Owner.”
13-EX-10 Revises “Verification Letter to Owner.”
13-EX-11  Revises "No Conflicts" Letter to Owner.
13-EX-12  Revises "Letter to Owner Requesting Positive Location."
13-EX-13  Revises "Notice to Owner Transmittal Letter."
13-EX-14  Revises "R/W Data Sheet Update Memo."
13-EX-17  Revises "Liability in Dispute Utility Agreement Example."
13-EX-18  Changes title to "Master Contracts" and revises exhibit.
13-EX-18B Deletes "Master Agreement with: California Water Service Company."
13-EX-18C Deletes "Master Agreement with: Carpinteria Water Company."
13-EX-18D Deletes "Master Agreement with: Continental Telephone Company."
13-EX-18E Deletes "Master Agreement with: Continental Telephone Company."
13-EX-18F Deletes "Master Agreement with: Pacific Telephone and Telegraph Company."
13-EX-18H Deletes "Master Agreement with: San Jose Water Company."
13-EX-18I Deletes "Master Agreement with: Southern California Edison Company."
13-EX-18J Deletes "Master Agreement with: Southern California Edison Company."
13-EX-18K Deletes "Master Agreement with: Southern California Gas Company."
13-EX-18L Deletes "Contract with: Bureau of Reclamation – Central Valley Project."
13-EX-18N Deletes "Agreement with: Department of Water Resources."
13-EX-19  Revises "Prescriptive Rights Claim Letter."
13-EX-23  Revises "Executed Utility Agreement Transmittal Letter."
13-EX-24  Revises "Amendment to Utility Agreement Example."
13-EX-25  Revises "Special Agreement Example."
13-EX-26  Revises "R/W Utility Certification."
13-EX-27  Revises "Typical Utility Owner Invoice Format."
13-EX-28  Revises "Scope of Work (SOW)."
13-EX-29  Changes title to "Phase 4 Construction Utility Agreement – Billing Memo to Accounting (Estimate)" and revises exhibit.
13-EX-30  Changes title to "Cooperative Agreement Billing/Refund Memo to Accounting" and revises exhibit.

**EFFECTIVE DATE**
Immediately.

**MANUAL IMPACT**
- Remove the superseded pages and insert the attached pages in the Manual.
- Record the action on the Revision Record.
### REVISION SUMMARY

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Remove Old Pages</th>
<th>Insert New/Revised Pages</th>
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<tbody>
<tr>
<td></td>
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<td>Replace with the following in its entirety:</td>
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<td>13 - Exhibits</td>
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<td>Table of Contents REV 4/2009</td>
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</table>
## CHAPTER 13

Utility Relocations

### Table of Contents

#### EXHIBITS

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<td>Utilities Reference Material</td>
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<td>Right of Way Utility File Diary</td>
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<td>13-EX-4</td>
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<td>13-EX-5</td>
<td>Hold for Future Use</td>
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<tr>
<td>13-EX-6</td>
<td>R/W Utility Estimate Worksheet and R/W Data Sheet Instructions</td>
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<tr>
<td>13-EX-7</td>
<td>Utilities on Structures Information Sheet</td>
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<td>13-EX-8</td>
<td>Utilities on Structures Information Letter to Owner</td>
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<td>13-EX-9</td>
<td>Relocation Claim Letter to Owner</td>
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<td>13-EX-10</td>
<td>Verification Letter to Owner</td>
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<td>13-EX-11</td>
<td>“No Conflicts” Letter to Owner</td>
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<td>13-EX-12</td>
<td>Letter to Owner Requesting Positive Location</td>
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<td>13-EX-13</td>
<td>Notice to Owner Transmittal Letter</td>
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<td>13-EX-14</td>
<td>R/W Data Sheet Update Memo</td>
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<td>13-EX-15A</td>
<td>Consent to Condemnation - Pacific Gas and Electric Company</td>
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<td>Consent to Substitute Condemnation - Southern California Gas Company</td>
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<td>13-EX-17</td>
<td>Liability in Dispute Utility Agreement Example</td>
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<td>Master Contracts</td>
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<td>13-EX-21</td>
<td>Standard Estimate/Lump-Sum Estimate Format</td>
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<td>13-EX-22</td>
<td>Pacific Bell Lump-Sum/Flat-Sum Billing Rates/Forms</td>
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<td>Executed Utility Agreement Transmittal Letter</td>
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<td>Typical Utility Owner Invoice Format</td>
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<td>Phase 4 Construction Utility Agreement – Billing Memo to Accounting (Estimate)</td>
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<td>Cooperative Agreement Billing/Refund Memo to Accounting</td>
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<td>13-EX-31</td>
<td>Memorandum for Utility Easement Billing with Right of Way Contract</td>
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REV 4/2009
1. AASHTO’s A Guide for Accommodating Utilities within Highway Right-of-Way
2. AASHTO’s A Policy on the Accommodation of Utilities Within Freeway Right-of-Way
3. Code of Federal Regulations (Title 23)
4. FHWA’s Program Guide: Utility Adjustments and Accommodation on Federal-Aid Highway Projects
5. Statutes Relating to CALTRANS
7. Encroachment Permits Manual
8. Local Assistance Procedures Manual
12. Standard Specifications
17. MSA Code Instructions
Right of Way Utility File Diary

### PROJECT AND CONTACT INFORMATION

<table>
<thead>
<tr>
<th>District-County-Route-Post Mile:</th>
<th>EA</th>
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<td><strong>Project Description:</strong></td>
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<td><strong>Project Manager:</strong></td>
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<td><strong>Telephone:</strong></td>
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<td><strong>Telephone:</strong></td>
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<td><strong>Utility Company:</strong></td>
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### FEDERAL E-76 AND MILESTONE DATES

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### LIABILITY INFORMATION

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<td>Approval Date:</td>
<td>By PE:</td>
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<td>Audit Requested:</td>
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### ENCROACHMENT PERMIT AND PROPERTY RIGHTS

| NUR EP Submitted: | Yes | No | By State via NTO: | Yes | No | By Utility Company: | Yes | No |
| Date Issued: | Date Sent to Owner: | Rider: |
| Date Relocation Began: | Date Completed: |
| Easement Needed: | Yes | No | JUA: | Yes | No | CCUA: | Yes | 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: | Yes | No | Lane Closure: | Yes | No |
| Date Potholing Started: | Date Completed: |
| Billing Received and Processed Date: | Amount: | Date Paid: |
## Right of Way Utility File Diary

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<th>Date</th>
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</table>
Date
Post Mile
Expenditure Authorization

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:**

<table>
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<tr>
<th>Description</th>
<th>Rate</th>
<th>Units</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>L.F. of Gas Line</td>
<td>$</td>
<td>/L.F.</td>
<td>$</td>
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<tr>
<td>L.F. of UG Electric Line</td>
<td>$</td>
<td>/L.F.</td>
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<tr>
<td>L.F. of UG Telephone Line</td>
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<td>Steel Poles</td>
<td>$</td>
<td>/Pole</td>
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<td>Steel Towers</td>
<td>$</td>
<td>/Tower</td>
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<td>L.F. of Water Line</td>
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<td>Fire Hydrants</td>
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<td>/F.H.</td>
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<td>$</td>
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<td>L.F. of Fiber Optics Line</td>
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<td>Other (Explain)</td>
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**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)

<table>
<thead>
<tr>
<th>Current Value (Future Use)</th>
<th>Escalation Rate</th>
<th>Escalated Value</th>
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<tr>
<td>$2a.</td>
<td>(2b.)%</td>
<td>$2c.</td>
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</tbody>
</table>

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.:

\[ \frac{\$100,000.00}{1.05} = \$105,000.00 \]  

Item 3. Parcel Data: (Support)

Utilities

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

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.
The “Utility Information Sheet,” as shown below, is available as a Microsoft Word template. The file name is “Utilitysheet.dot” and it is located under “Preliminary Investigations (PI)” at the Division of Engineering Services Web site. The URL is: [http://www.dot.ca.gov/hq/esc/PI/](http://www.dot.ca.gov/hq/esc/PI/)
The State is developing plans for [constructing a] [improving the existing] [freeway] [conventional highway] on Route __________. Proposed construction will include [DESCRIBE THE PROJECT].

You have previously indicated that you propose to include some of your facilities within/on planned structures. Our Project Development staff needs information concerning your facilities and your planned relocation so it may be considered during our design and if acceptable will be included in the construction contract plans. 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 structures. 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 structure. Any utility or its casing with a diameter exceeding 19.69 inches may not be acceptable. Utilities of this size must be analyzed by Caltrans 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 diameter 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 facilities for expected seismic movement through the structure:

1. Design for an expected minimum horizontal or vertical displacement of 2.4 inches on existing structures. 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 structure.
This project is currently scheduled for construction about ______________________________. If you have any questions, please call me at ( ) __________. Your cooperation is appreciated.

Sincerely,

Utility Coordinator
Right of Way Utilities

c: _____________________, Project Development

[Attachment]
Dear ________:

Enclosed are two sets of the State’s preliminary plans covering the proposed [freeway] [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 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 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 _____%

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 _________________.

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
The State is developing plans for [constructing a] [improving the existing] [freeway] [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 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] [conventional highway]. Return a set of base maps 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.

This project is currently scheduled for construction about _____________________________. If you have any questions, please call me at ( ) __________. Your cooperation is appreciated.

Sincerely,

Utility Coordinator
Right of Way Utilities

c: ______________________, Project Development

[Attachments] [Enclosures]
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 at (  ) __________.

Your cooperation is appreciated.

Sincerely,

Utility Coordinator
Right of Way Utilities

c: _________________, Project Development
Enclosed are two sets of the State’s preliminary plans covering the proposed [freeway] [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
   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)

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 ______________. If you have any questions, please call me at ( ) __________. Your cooperation is appreciated.

Sincerely,

Utility Coordinator
Right of Way Utilities

c: _________________, Project Development

Enclosures
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. (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 (  ) ___________, two days in advance of your commencement of work within the State Highway rights of way.

If you have any questions, please call me at (  ) ____________. Your cooperation is appreciated.

Sincerely,

District Utility Coordinator
Right of Way Utilities

Enclosures

c: ________________, Project Development
_____________________, Construction
To: 1. R/W Planning and Management  
2. R/W Utilities  

Date: __________________________

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:
   ____________________________________________
   _______________________________
WHEREAS, the State of California, acting by and through the Department of Transportation, hereinafter called State, has issued Notice to Owner No. 7777 dated April 4, 1999, attached hereto, to Acme Utility Company, hereinafter called Owner, which Notice to Owner sets forth the terms and conditions pursuant to which Owner has been ordered to relocate certain Owner’s facilities to clear the State’s proposed freeway project on Route 5 in Santa Ana from 0.2 mile south of Fourth Street to Seventeenth Street, and;

WHEREAS, the reconstruction of the State’s freeway project necessitates the relocation of Owner’s utility facilities, and;

WHEREAS, State, in order to clear the right of way for the freeway construction, has ordered Owner to relocate the portions of its facilities within said Notice to Owner, hereafter called Owner’s facilities, and;

WHEREAS, Owner claims it has rights that are prior and superior to those of State and refuses to relocate Owner’s facilities as ordered and claims that State must pay the relocation costs for those facilities covered by the prior right hereafter “prior right” facilities, said right described in attached Notice to Owner, and;

WHEREAS, in accordance with Section 706 of the Streets and Highways Code, State may, without prejudice to its rights, or that of Owner, advance the costs of removal or relocation, and upon advancement by State of said costs, Owner shall remove or relocate Owner’s facilities as stated in the attached Notice to Owner so as not to delay the freeway construction, and;

WHEREAS, State and Owner disagree on the issue of which is liable for the portion of the required relocation work known as the prior right facilities, State and Owner agree that, in order to expedite the freeway project, State shall deposit with Owner, in accordance with Section 706 of the Streets and Highways Code, 100% of the estimated relocation cost of $200,000.00, and Owner agrees to do the relocation work as set forth in Notice to Owner No. 7777, dated April 4, 1999.
Utility Agreement No. 7777

NOW THEREFORE, it is agreed between State and Owner as follows:

1. Within 30 days of State’s execution of this Agreement, State shall advance Owner 100% of the estimated cost of relocation, which advance shall be $200,000.00.

2. Owner shall relocate Owner’s facilities in accordance with Notice to Owner No. 7777, dated April 4, 1999.

3. Owner shall place the advance in a separate interest-bearing account pending final resolution of liability, and shall pay State all accrued interest, if Owner is ultimately found liable for relocation costs.

4. In signing this Agreement, neither State nor Owner diminishes its position, waives any of its rights or accepts liability.

5. State and Owner reserve the right to have such liability resolved by future negotiations or by an action in a court of competent jurisdiction pursuant to the provisions of Section 706 of the Streets and Highways Code.

6. Owner agrees to perform the herein-described work with its own forces or by the Owner’s contractor and to provide and furnish all necessary labor, materials, tools and equipment required therefore, and to prosecute said work diligently to completion.

7. It is understood and agreed that the State will not pay for any betterment or increase in capacity of Owner’s facilities in the new location and that Owner shall give credit to the State for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by Owner.

8. Owner shall submit a Notice of Completion to the State within 30 days of the completion of the work described herein.

9. It is understood that said highway is a Federal Aid Highway and, accordingly, 23 CFR 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the State and Owner pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.
Utility Agreement No. 7777

THE ESTIMATED COST FOR THE ABOVE DESCRIBED WORK IS $200,000.00.

R/W Funds EA 246819 $ 200,000.00
Construction Funds EA $  

IN WITNESS WHEREOF, the parties hereto have executed this Utilities Agreement this ____________ day of __________________, 20____.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION OWNER

By ___________________________ By ___________________________
District Division Chief, Right of Way Date Name/Title Date

APPROVAL RECOMMENDED:

By ___________________________ By ___________________________
District Office Chief, Right of Way Date Utility Coordinator Date
All Freeway Master Contracts are online at: [www.dot.ca.gov](http://www.dot.ca.gov)

or Onramp for Caltrans Intranet.
To: Utility Coordinator

The __________________________ (Utility Owner’s Name) ______________________ claims a prescriptive right for its existing __________________________ (Describe the Existing Facility) ______________________ located at __________________________ (Describe the Location) ______________________.

Said facility(ies) [was] [were] originally installed as an adverse use on private property with knowledge of the owner of the property and without a right of way, permit, lease, or license and [has] [have] been continuously maintained in the same location for __________ years since the original installation. This being in excess of the statutory requirement of five years, and as the facility(ies) [does] [do] not now occupy private property pursuant to any right of way, permit, lease, license or other permission, the __________________________ (Utility Owner’s Name) ______________________ claims the right to continue maintenance of the facility involved under a prescriptive right which has been established.

(Signed by the Utility Owner’s Official)
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
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.
IN WITNESS WHEREOF, the parties hereto have executed this (First, Second, etc.) Amendment to Utility Agreement No. __________ this _____ day of ______________, ____. 

STATE

By ___________________________ Date ___________________________

Senior Right of Way Agent

By ___________________________ Date ___________________________

Name/Title

OWNER

APPROVAL RECOMMENDED:

By ___________________________ Date ___________________________

Utility Coordinator

By ___________________________ Date ___________________________

Utility Coordinator

DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:

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<thead>
<tr>
<th>T CODE</th>
<th>DOCUMENT NUMBER</th>
<th>SUFFIX</th>
<th>DIST</th>
<th>UNIT</th>
<th>CHG DIST</th>
<th>EA</th>
<th>SUB JOB</th>
<th>SPECIAL DESIGNATION</th>
<th>FFY</th>
<th>OBJ CODE</th>
<th>DOLLAR AMOUNT</th>
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<tbody>
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EA FUNDING VERIFIED:

Sign> ___________________________ Date ___________________________

Print> R/W Planning and Management

REVIEW/REQUEST FUNDING:

Sign> ___________________________ Date ___________________________

Print> ___________________________ Date ___________________________

Distribution: 2 originals to R/W Accounting
1 original to Utility Owner
1 original to File
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.
3. [In the event the Owner would have had any liability, use the following clause.] In the event the proposed construction project is reactivated, the OWNER shall credit the STATE its (pro rata) share, as determined in accordance with _____ (describe the liability) _____, of the cost of that portion of the preliminary engineering work that can be utilized for the proposed construction project.

4. The estimated cost to the STATE is $__________.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of ______________, _____.

STATE

OWNER

By ___________________________ By ___________________________
Senior Right of Way Agent Name/Title
Date Date

APPROVAL RECOMMENDED:

By ___________________________ By ___________________________
Utility Coordinator Utility Coordinator
Date Date
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.

(or)

E. Utility facilities which are not in physical conflict with the proposed project construction, but have been determined to be a fixed object in conflict with CURE requirements, are identified by an asterisk in “CURE Conflict” column in Section II (on next page). (See Section 13.08.03.02.)
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.

<table>
<thead>
<tr>
<th>Utility Owner</th>
<th>Type Facility</th>
<th>Notice Number</th>
<th>Notice Date</th>
<th>Liability (Owner / State)</th>
<th>CURE Conflict</th>
<th>Relocation Schedule</th>
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</thead>
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<td>Actual Date (or)</td>
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<td>(or) Bid Item</td>
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</table>

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).

<table>
<thead>
<tr>
<th>Bid Item Number</th>
<th>Type Facility</th>
<th>Liability (Owner / State)</th>
<th>Federal Aid (Yes / No)</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

District Utility Coordinator
Right of Way Utilities
(A typical bill)

BILLING COMPANY NAME

To: State of California
Department of Transportation
District _____

Under UTILITY AGREEMENT No. ____________, the following are the construction costs to remove and relocate utilities at ______________________________.

Work Order No. __________________
Date Work Began ____________
Date Work Completed ____________

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount</th>
<th>Total</th>
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<tr>
<td>Poles</td>
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<tr>
<td>Cables</td>
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<td>Etc.</td>
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<td>Miscellaneous materials costs</td>
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<td>Supply expense</td>
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<td>Total: Materials Cost</td>
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<td><strong>Labor:</strong></td>
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<td>Overtime</td>
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<td>Payroll tax</td>
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<td>Total: Labor Cost</td>
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<td><strong>Other Costs:</strong></td>
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<td>Vehicle expense</td>
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<td>Equipment rental</td>
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<td>Employee expense</td>
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<td>Miscellaneous expense</td>
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<td>Total: Other Costs</td>
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<td><strong>Other Direct Costs:</strong></td>
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<td>Joint Pole Costs</td>
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<td>Contract Work</td>
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<td>Total: Other Direct Costs</td>
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<td><strong>Subtotal: All Direct Costs</strong></td>
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<td><strong>Indirect Overhead</strong></td>
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<td><strong>Credits:</strong></td>
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<td>Salvage value</td>
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<td>Allowance for depreciation</td>
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<td>Joint pole</td>
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<td>Betterments</td>
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<td>Less: Total Credits</td>
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<td>Total Costs</td>
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STATE SHARE ( %)

*Note: The cost descriptions are not limited to those shown and will vary according to actual work performed.*
UTILITY RELOCATION

SCOPE OF WORK (SOW)

1. WORK TO BE DONE

Within the Scope of Work (SOW) discussed herein, the Consultant is considered the party performing or causing the work to be done, the Contract Administrator is the local public agency (LPA) initiating the project, and the Contract Overviewer is the State of California, Department of Transportation (CALTRANS).

The Consultant shall be responsible for coordinating work for the identification, protection, adjustment, relocation or removal of utility facilities to clear construction projects, including both physical conflicts and policy violations in accordance with State and Federal laws and regulations as well as CALTRANS policies, procedures, standards, and practices.

Guidelines and direction for accomplishing this work can be found in the CALTRANS Right of Way Manual.

The Consultant shall act as a liaison between the LPA and the utility owners in all contract matters. The Consultant will work directly with and be responsible to the LPA in following this SOW.

CALTRANS will offer assistance and direction to the LPA and/or Consultant and provide oversight of the project to ensure that State and Federal laws and regulations as well as CALTRANS policies, procedures, standards, and practices are followed.

Utility relocation work will generally fall within the following eight phases:

A. Planning Phase.

B. Design Phase.

C. Liability Determination Phase.

D. Certification Phase.

E. Construction Phase.

F. Payment Phase.

G. Property Rights Conveyances.

H. File Closure.
2. CONSULTANT DUTIES

Written agreements between CALTRANS and the LPA define the roles and responsibilities of CALTRANS and the LPA. The purpose of the forthcoming duty descriptions is to provide a guideline for work to be performed by each party of the agreement. Terms of the agreement may alter work to be performed, therefore all agreements must be reviewed and compared to this SOW, and the SOW changes where appropriate.

The Consultant shall maintain files for all projects. Files shall contain all information discovered and documents prepared during all phases of work. Files shall be available for the LPA’s and CALTRANS’ review upon reasonable notice.

Following is a general discussion of typical duties the Consultant shall perform during the eight phases of work.

A. Planning Phase:

1) Route Estimating:

   During the environmental document process, requests for utility relocation estimates on transportation routes may be needed. The Consultant shall perform the following duties:

   a) Field review each route.

   b) Identify each type of utility facility and prepare a relocation cost estimate for each utility.

   c) Prepare a total relocation cost estimate for each route.

   d) Identify utility owner long lead time materials for each route.

   e) Consult with the requesting party for possible modification of the route(s) when appropriate.

   f) Transmit the above information to the requesting party and to CALTRANS.

2) Draft Project Report Review:

   When the Draft Project Report is prepared by the project engineer, the Consultant shall review all aspects of the project prior to approval of the report. If discrepancies are found in the report that were not evident at the time of the route estimate(s), the Consultant shall thoroughly explain the discrepancies and prepare a new revised estimate as outlined in A.1) above.

B. Design Phase:

Upon approval of the Project Report, the Consultant shall perform the following duties:

1) Verify existing utility facilities in order to identify utility/project conflicts so they may be cleared for project construction and to meet requirements of Government Code Section 4215.

   a) Send preliminary design plans to utility owners who have existing facilities within the project limits for identification and verification of their facilities.

   b) When received, transmit the utility owner’s verifications to the project engineer for inclusion in the contract plans.
c) Identify “policy” conflicts and high and low risk facilities in accordance with the Manual on High and Low Risk Underground Facilities within Highway Rights of Way (High and Low Risk Manual).

d) After the project engineer has determined that any utility owner’s facilities are not in conflict with the proposed construction project, notify the owner of such.

2) Pothole existing facilities, when needed, for identification and determination as to “physical” and “policy” conflicts affecting the proposed construction project in accordance with the High and Low Risk Manual.

a) Send utility occupation plans to affected utility owners showing pothole locations, requesting their claim of liability and estimate of cost for pothole work.

b) Upon receipt of the owner’s claim and estimate, prepare the “Liability Package,” which consists of a Report of Investigation, Notice to Owner, Utility Agreement (if needed) and a Notice to Owner Transmittal Letter. Submit the “Liability Package” to CALTRANS for review and processing.

c) Upon approval of the “Liability Package,” and CALTRANS has sent the Notice to Owner, the Consultant shall:

   (1) Follow up to ensure potholing is done in accordance with the Notice to Owner.

   (2) Arrange for facilities to be potholed to be surveyed by a licensed surveyor in accordance with the High and Low Risk Manual.

   (3) Transmit survey information to the project engineer for review of “physical” conflicts and inclusion in the contract plans.

   (4) Identify “policy” conflicts.

d) If it has been determined there are no conflicts with the proposed construction project, notify the utility owner of such.

e) Arrange a meeting, if required, between all affected utility owners that require relocation of their facilities and the project engineer to discuss needed relocations.

f) If Federal aid is involved for utility relocation work, prepare and process the FHWA Approval to Proceed (E-76) and transmit to the LPA for processing.

C. Liability Determination Phase:

After relocation of utility facilities has been determined, the Consultant shall request relocation plans from the affected owners.

1) Send sufficient preliminary construction plans (conflict plans) to affected owners, requesting their relocation plans, claim of liability and estimate of cost.
2) Upon receipt of the owner’s plans, claim and estimate, send the plans to the project engineer for review and approval and inclusion in the contract plans. Review the plans, claim and estimate in accordance with CALTRANS standards, practices, procedures, and policies.

   a) Review utility conflicts with the LPA to determine if project plans can be modified to eliminate or minimize utility relocation. Consideration shall be given to impacts on the utility as well as the highway.

   b) Check each utility owner’s relocation plan against others to be sure relocations will not conflict with one another.

   c) Provide utility owners with all design revisions and finalized design plans.

3) Prepare high and low risk policy exceptions in accordance with the High and Low Risk Manual as well as encroachment exceptions in accordance with the CALTRANS Encroachment Policy and the procedure for getting exceptions approved, when needed.

4) Coordinate with Structures via the project engineer for accommodation of utilities in structures, when appropriate.

5) When the utility owner uses a design consultant, obtain the consultant agreement and review in accordance with CALTRANS requirements for consultant agreements. After review, send to CALTRANS for further review and approval.

6) Upon approval from the project engineer of the relocation plans:

   a) Coordinate with the LPA and the project engineer for any utility owner easement requirements.

   b) Once needed easements, if any, have been acquired, prepare the “Liability Package” and submit to CALTRANS for review and processing.

7) Coordinate with the project engineer for any needed “Special Provisions” required for utility owner coordinated work.

D. Certification Phase:

Upon liability approval, the Consultant shall:

1) Follow up to ensure relocation work is performed in accordance with the Notice to Owner.

2) Coordinate with Construction for inspection of utility owner’s work in accordance with the Construction Manual.

3) Prepare a Right of Way Utilities Certification after all requirements of the Right of Way Certification for utility requirements have been met and send to the LPA and CALTRANS for review and approval.

4) Review the Construction Contract PS&E for any required “Special Provisions” needed for utility relocation work.
E. Construction Phase:

After all Notice to Owners have been sent, the Consultant shall ensure that the Construction Utility Inspector is aware that any “discovered” or “wasted” work is handled in a timely manner, and that liability determination for this work is only determined by CALTRANS. The Consultant shall process this work as discussed in the Liability Determination Phase above.

F. Payment Phase:

It is essential to the efficient operation of the transportation program that funds encumbered under Utility Agreements be paid as soon as possible. Accordingly, within a reasonable time after completion of the utility owner’s work for which reimbursement is due and a bill has not been received, the Consultant shall make a written request to the owner to submit their final bill. When the bill is received, the Consultant shall:

1) Check the bill for consistency with the Utility Agreement, the construction plans, and the owner’s relocation plans and estimate of cost.

2) If the bill is acceptable, process the bill for payment to CALTRANS. If the bill is not acceptable, advise CALTRANS of such prior to resolving with the owner.

G. Property Rights Conveyances:

The Consultant shall prepare and process all required Joint Use Agreements, Consent to Common Use Agreements, and Director’s Easement Deeds through CALTRANS.

H. File Closure:

1) The LPA or Consultant, at the completion of the construction project, or sooner if required by CALTRANS, shall transfer all project and utility files to CALTRANS. Information in the files shall include, but not be limited to the following:

   a) A Utility Diary.

   b) All correspondence and documents between the LPA, utility owners, design/project engineers, Consultants, CALTRANS, etc.

   c) All project design plans, utility owner plans (including “As Builts”), and survey data.

2) All files shall be in a neat and orderly condition before transference to and acceptance by CALTRANS.

3. MATERIALS AND INFORMATION TO BE PROVIDED BY THE LPA TO THE CONSULTANT

A. Project Report.

B. Preliminary and final design plans and changes as they occur.

C. Project scheduling.

D. Various required forms - Notice to Owner, Utility Agreement, Report of Investigation, Joint Use Agreement, Consent to Common Use Agreement, Director’s Easement Deeds, and other forms as required.
4. MATERIALS AND INFORMATION TO BE PROVIDED BY THE CONSULTANT TO THE LPA
   
   A. Utility owner preliminary relocation plans.
   
   B. Survey data required for potholing.
   
   C. High and low risk utility facility determinations.
   
   D. Project files for all material and information accumulated during the contract.

5. APPLICABLE REGULATIONS AND GUIDELINES
   
   Guidelines and procedures for utility relocation work are discussed, in general, under Section 2, CONSULTANT DUTIES, of this SOW. The Consultant shall follow all applicable State and Federal laws, regulations, guidelines, policies, procedures, standards and practices, including, but not limited to the following:
   
   
   
   C. CALTRANS Manual of Policy, Procedures, Rules and Regulations For Use In Issuing Encroachment Permits On State Highways.
   
   
   
   F. AASHTO’s A Policy on the Accommodation of Utilities Within Freeway Right-of-Way.
   
   
   H. California Law.
   
   I. Freeway Master Contracts.

6. MONITORING, REVIEW AND APPROVAL PROCEDURES
   
   The LPA and/or CALTRANS shall have the right during any phase of the Consultant’s work, or as requested by the Consultant, to monitor and review the progress and/or processes of the Consultant.
   
   The Consultant shall provide a monthly status of utility relocation progress to the LPA.
   
   All information, files, plans, estimates, and documents produced by the Consultant shall be subject to the acceptance and approval of the LPA and/or CALTRANS.
   
   Ownership of drawings, tracings and master copies of documents, survey notes, and studies shall remain the property of the LPA and shall be submitted to CALTRANS after completion of the construction project.
To: ACCOUNTS RECEIVABLE, MS 33
1820 Alhambra Boulevard
Sacramento, CA 95816

Date: ______________________

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.
To: ________________________________

Date: ______________________________

____________________ PM _____ / _____

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:

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<thead>
<tr>
<th>UT No.</th>
<th>Utility Owner</th>
<th>Amount Previously Received</th>
<th>Amount Due</th>
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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.)