PURPOSE

This manual change updates Forms RW 13-5 and RW 13-6 to reflect the terminology used in the Advanfage system. It also transmits these forms from the Department’s Caltrans Electronic Forms System (CEFS) to Chapter 13 in the Right of Way Manual.

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<tr>
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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- Remove the superseded pages and insert the attached pages in the Manual.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

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<th>Chapter</th>
<th>Remove Old Pages</th>
<th>Insert New/Revised Pages</th>
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<td>Table of Contents (REV 6/2012)</td>
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# CHAPTER 13

## Utility Relocations

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<td>Prescriptive Rights Checklist</td>
</tr>
<tr>
<td>RW 13-19</td>
<td>Water Code Checklist</td>
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The State of California, acting by and through the Department of Transportation, hereinafter called "STATE," proposes to

and

NAME: __________________________________________

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:

1. WORK TO BE DONE
II. LIABILITY FOR WORK

III. PERFORMANCE OF WORK

Use of out-of-state personnel, (or personnel requiring lodging and meal per diem expenses) will not be allowed without prior written authorization by state's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA 1301 is to be completed and submitted for all non-State personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit 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, if required for OWNER's facilities, STATE will provide written notification to OWNER of its intent to close its file within 30 days and 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 an itemized statement of the total costs charged to the project, 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. OWNER agrees to comply with Contract Cost Principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Part 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse STATE upon receipt of STATE billing.
V. GENERAL CONDITIONS

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

STATE:

By ___________________________ Date ___________________________
Name ___________________________
Title ___________________________

OWNER:

By ___________________________ Date ___________________________
Name ___________________________
Title ___________________________

APPROVAL RECOMMENDED:

By ___________________________ Date ___________________________
Name ___________________________
Title ___________________________

By ___________________________ Date ___________________________
Name ___________________________
Title ___________________________

THIS AGREEMENT SHALL NOT BE EXECUTED BY THE STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.
UTILITY AGREEMENT (Cont.)

DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY

PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS:

<table>
<thead>
<tr>
<th>CODE</th>
<th>DOCUMENT NUMBER</th>
<th>SUFFIX</th>
<th>DIST</th>
<th>UNIT</th>
<th>CHG DIST</th>
<th>PROJECT ID</th>
<th>PHASE</th>
<th>SPECIAL DESIGNATION</th>
<th>FFY</th>
<th>FA</th>
<th>OBJ CODE</th>
<th>DOLLAR AMOUNT</th>
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PROJECT ID FUNDING VERIFIED:

Sign: >
Print: >
R/W Planning and Management Date

REVIEW / REQUEST FUNDING:

Sign: >
Print: >
Utility Coordinator Date

THE ESTIMATED COST TO THE 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.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>CHAP</th>
<th>STAT</th>
<th>FY</th>
<th>AMOUNT</th>
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<tr>
<td>Planning and Management Date</td>
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</table>

FUND TYPE | PROJECT ID | AMOUNT
--|-----------|---------
Design Funds | $ |
Construction Funds | $ |
R/W Funds | $ |

Distribution: 2 originals to R/W Accounting
1 original to Utility Owner
1 original to Utility File
INSTRUCTIONS FOR PREPARING THE
UTILITY AGREEMENT

1. THE UTILITY AGREEMENT NO. __________ :

The UTILITY AGREEMENT NO. __________ is the same number assigned to the corresponding Notice to
Owner, except the State Controller requires that the Utility Agreement number be preceded by the two-digit
District number, a dash, the prefix "UT," and another dash, e.g.,

UTILITY AGREEMENT NO. 01-UT-12345

The number assigned must never be duplicated on another Utility Agreement.

2. THE DATE:

The DATE is hand written in by the utility coordinator after the Agreement is executed. This date is the same
date as the last signature of the person who has the authority to bind the agreement.

3. THE 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" will be the post mile limits of the project;
E. The "Project ID" of the project;
F. 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.
G. The "Owner's File" number should be shown (usually the owner's plan number).
H. "Federal Participation" Check "Yes" or "No"
I. "Owner Payee Data Number" Add existing number or add form STD 204 and check the box.

4. THE OPENING PARAGRAPH:

A. Describes briefly the work to be done and the proposed project's limits;
B. Identifies the owner, this area requires both the name and the address of owner.
C. Identifies which of the owner's facilities are affected by the Utility Agreement; and
D. Indicates what must be done to the owner's facilities to accommodate the State's project.

5. STANDARD CLAUSES:

See Section 13.07.00.00 of the Right of Way Manual.

Several standard clauses are made mandatory in sections III and IV.
6. **THE ESTIMATED COST:**

The estimated cost to the State for its share of the work (on the back page) is normally taken from the owner's estimate as supplied by them.

Occasionally, the State performs work for the owner, even though the owner is liable for the costs. The estimated cost to the State can be reworded to the estimated cost to the Owner when necessary.

7. **FUND TYPE BLOCK:**

There are basically only three Project IDs that can be charged to on Utility Agreements. They are:

A. **Design Funds Project ID $ :**

   The design funds Project ID (Phase 1) is used primarily for design purposes. Phase 1 funds are paid for by Project Development.

B. **Construction Funds Project ID $ :**

   The construction funds Project ID (Phase 4 or 5) is used primarily for work being performed by the State's highway contractor and paid by Construction.

C. **R/W Funds Project ID $ :**

   The Right of Way capital funds Project ID (Phase 9) is used primarily for positive location (potholing), relocation, removal, abandonment, etc., of the owner's facilities for work performed by them or their contractor. Environmental clearance and project report approval shall be obtained prior to encumbering any Phase 9 funds.

8. **THE SIGNATURE BLOCK:**

The signature block is to be filled out and signed by the appropriate authorized and/or delegated persons. It is the District Utility Coordinator's responsibility to know what duties have been delegated.

9. **THE CERTIFICATION OF FUNDS BLOCK:**

Planning & Management fills out the certification of funds block, certifying that funds are available for expenditure.

10. **NONSTANDARD CLAUSES:**

In the preparation of Utility Agreements, it may be necessary to prepare clauses other than the standard clauses listed. Prior approval from the HQ R/W shall be obtained any time a nonstandard clause is used.
STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY UTILITY PAYMENT REQUEST AND CODING INSTRUCTIONS
RW 13-6 (REV. 6/2012)
(THESE ARE ELECTRONIC R/W ACCOUNTING FORMS AND ARE NOT TO BE REVISED)

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

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: ________________

REVIEWED BY UTILITY COORDINATOR SUPERVISOR:
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: ________________

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

<table>
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<tr>
<th>CT DOCUMENT</th>
<th>EVENT TYPE</th>
<th>UNIT</th>
<th>PROJECT ID</th>
<th>PHASE</th>
<th>REPORTING CODE</th>
<th>OBL CODE</th>
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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

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