


XX	R/W MANUAL CHANGE	RWMC- 243
	PROCEDURAL HANDBOOK (1984 Edition)	RWPH-____-____-____ TRANSMITTAL#____

TITLE: UTILITY RELOCATIONS	APPROVED BY:  BENJAMIN D. MARTIN, Ed.D.	DATE ISSUED: NOV 12 2014
		Page 1 of 1
SUBJECT AREA: CHAPTER 13 – UTILITY RELOCATIONS	ISSUING UNIT: OFFICE OF RAILROADS AND UTILITY RELOCATIONS	
SUMMARY OF CHANGES: Updates and adds Form RW 13-20 to the Right of Way (R/W) Manual. Also, transmits RW 13-04, RW 13-04R, RW 13-07, RW 13-16, RW 13-18, and RW 13-19 to the R/W Manual. Updates Forms Table of Contents.		

PURPOSE/PROCEDURES

This manual change updates the signature block in Form RW 13-20 and adds this form to the Right of Way (R/W) Manual. It also transmits Forms RW 13-04, RW 13-04R, RW 13-07, RW 13-16, RW 13-18, and RW 13-19 that were updated in the Caltrans Electronic Forms System (CEFS) to the R/W Manual. The Forms Table of Contents is also updated.

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- Remove the superseded pages and insert the attached pages in the Manual.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

<u>Chapter</u>	<u>Remove Old Pages</u>	<u>Insert New/Revised Pages</u>
	Remove the following in its entirety:	Replace with the following in its entirety:
13 - Forms	Table of Contents (REV 6/2012) RW 13-4 (REV 1/2009) RW 13-4R (REV 01/2009) RW-13-7 (REV. 1/2009) RW 13-16 (REV 3/2010) RW 13-18 (REV 3/2010) RW 13-19 (REV 1/2009) RW 13-20 (NEW 10/2011), etc., in CEFS	Table of Contents (REV 11/2014) RW 13-04 (REV 1/2014),(REV 11/2013) RW 13-04R (REV 1/2014) RW 13-07 (REV 12/2013) RW 13-16 (REV 12/2013) RW 13-18 (REV 12/2013) RW 13-19 (REV 12/2013) RW 13-20 (REV 11/2014)

CHAPTER 13

Utility Relocations Table of Contents

FORMS

<u>Form No.</u>	<u>Title</u>
RW 13-1	Joint Use Agreement
RW 13-2	Consent to Common Use Agreement
RW 13-3	Report of Investigation
RW 13-04	Notice to Owner
RW 13-04R	Revised Notice to Owner
RW 13-5	Utility Agreement
RW 13-6	Right of Way Utility Payment Request and Coding Instructions
RW 13-07	Checklist for Final Utility Invoice
RW 13-8	Joint Use Agreement - Southern California Edison Company
RW 13-9	Consent to Common Use Agreement-Southern California Edison Company
RW 13-10	Joint Use Agreement - Central Valley Project
RW 13-11	Joint Use Agreement - Central Valley Project [State-Owned Land]
RW 13-12	Joint Use Agreement - Bureau of Reclamation (Bureau-Owned Land)
RW 13-13	Certificate of Common Use Department of Water Resources Certificate of Common Use (Water Resources-Owned Land)
RW 13-14	Certificate of Common Use Department of Water Resources Certificate of Common Use (State-Owned Land)
RW 13-15	FHWA Specific Authorization
RW 13-16	Report of Investigation Approval Guide
RW 13-17	FHWA Guide for Review of Utility Agreements
RW 13-18	Prescriptive Rights Checklist
RW 13-19	Water Code Checklist
RW 13-20	Agreement for the Positive Location of Underground Utilities

NOTICE TO OWNER

RW 13-04 (REV 1/2014)

NOTICE TO OWNER

Number _____

District	County	Route	Post Mile	Proj. ID	E.A.
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:

Your work schedule shall be as follows:

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

Liability for the cost of the work is:

DISTRICT DIRECTOR

DISTRICT DIVISION CHIEF

By _____
DISTRICT UTILITY COORDINATOR

CC: Resident Engineer
Permits
RW

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

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS FOR PREPARING

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. 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.

REVISED NOTICE TO OWNER

RW 13-04R (REV 1/2014)

NOTICE TO OWNER

Number _____

District	County	Route	Post Mile	Proj. ID	E.A.
FEDERAL AID NUMBER					
OWNER'S FILE					
DATE			FREEWAY <input type="checkbox"/> YES <input type="checkbox"/> NO		

REVISION DATED _____	This revision is acknowledged and agreed to by the owner referred to herein.	By: _____
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To:

Because of the State Highway construction project:

Which affects your facilities:

You are hereby ordered to:

Your work schedule shall be as follows:

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

Liability for the cost of the work is:

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.

ADA Notice

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CHECKLIST FOR FINAL UTILITY INVOICE

RW 13-07 (REV 12/2013)

District	County	Route	Post Mile	Proj. ID	E.A.
Utility No.:					
Federal Aid No.:			Agreement Date:		
Utility Owner:					
Utility Facility:					

1. Is this a Federal Aid project? YES NO
- A. If yes, FHWA Specific Authorization Approved date: _____
- B. If yes, FHWA Utility Agreement approval date: _____

2. Is owner's bill in agreement with Utility Agreement? YES NO

3. Credits:
- A. Depreciation YES NO N/A
- B. Salvage YES NO N/A
- C. Betterment YES NO N/A

4. Is there a credit for the owner's share of the easement cost shown? YES NO N/A
- A. If no, the owner must be billed. YES NO N/A
- B. If yes, has the DED been prepared? YES NO N/A
- C. If yes, has the DED been recorded? YES NO N/A
- D. Recording date _____

5. Has the JUA/CCUA been prepared? YES NO N/A
- A. If no, the JUA/CCUA must be prepared.
- B. If yes, has the JUA/CCUA been recorded? YES NO N/A
- C. Recording date _____

Checked by: _____ DATE: _____

Name: _____
 Title: _____

REPORT OF INVESTIGATION APPROVAL GUIDE

RW 13-16 (REV 12/2013)

DISTRICT	COUNTY	ROUTE	Project ID	EA
FILE	AMOUNT		DATE APPROVED	
LIABILITY	STATE:	%	OWNER:	%

YES NO

- Is the Report of Investigation complete and accurate, including a narrative discussion of the conflicts, owner's rights, and relocation plan?
- Does the Owners Claim letter include copies of owner's prior rights documentation?
- Is the estimate complete and fully detailed, including breakdown of labor, equipment, engineering, overhead, material, right of way, etc., in compliance with Section 13.05.01.01 and Exhibit 13-21?
- Has credit been given for depreciation, salvage, and all betterment not necessitated by the requirements of the project?
- Has the estimate been reviewed in accordance with current review and pre award audit policies?
- Has the Project Engineer certified that the planned relocation will clear the right of way?
- Does the Utility Agreement contain all needed clauses and are they unmodified standard clauses?

Does the Notice include:

- A detailed schedule for accomplishing the work?
- Precise reference to the plan which delineates the work to be done?

Do the plans:

- Meet all of the requirements of Section 13.05.01.02?
- Accurately show the existing, temporary, and new facility?
- Have an accurate plot of all public and private rights of way, easements, prescriptive claim lines, etc.?
- The file was fully documented prior to approval.
- The liability approved is based on confirmed prior rights and conforms to Department policy.

Will Federal reimbursement be sought for this relocation?

- YES:
 - Has the FHWA GUIDE FOR REVIEW OF UTILITY AGREEMENTS (RW 13-17) been completed?
 - Does the approved relocation fully comply with the provisions of 23 CFR 645?
 - The FHWA Specific Authorization has been completed.
 - If the relocation will be performed by the State's contractor, the contractor's clause and the amount of phase 4 funding are included in the FHWA Specific Authorization.
- 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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WATER CODE CHECKLIST

RW 13-19 (REV 12/2013)

DISTRICT	COUNTY	ROUTE	PROJECT ID	E.A.	FILE
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**APPLICATION OF THE WATER CODE IS COMPLEX.
THIS CHECKLIST IS JUST A GUIDELINE AND REMINDER.
YOU MUST STUDY THE CODE.
SIMPLY COMPLETING THIS CHECKLIST WILL NOT SUFFICE.**

- Owner does not have fee or easement.
- Claim must be in writing.
- Only applies to transverse crossings.
- 7034 and 7035 cannot both apply to the same crossing.
- Not originally installed under Caltrans permit.

NOTE: No evidence of a prior right is a must. If the owner has a documented prior right, 7034 and 7035 do not apply.

- 7034 _____
 - The bridge or conduit was constructed in a permanent manner.
 - By encroachment permit or otherwise.
 - The facility has been brought up to county standards.
 - The county has accepted the facility:
 - Formal acceptance
 - Informal acceptance

The structure of facilities which fall under this code shall be the responsibility of the State for maintenance, repair, replacement, or relocation. This does not include the usual acts of operational maintenance, including removal of silt.

- 7035 _____
 - No written records exist showing the highway existed prior to the conduit.
 - A diligent search has been made.
 - This section does not apply to any conduit that falls under the provisions of 7034.

In many cases, only part of the facility crossing the highway will fall under the Water Code. Any portion that falls outside the right of way of the original county road will be the responsibility of the water district. In these cases, the cost must be apportioned.

We cannot recognize a prior right without a document showing a grant.

We do not normally charge depreciation because an open ditch is considered to last forever.

Under the Water Code, the facility has been deemed ours for repair or replacement by statute, but the owner is responsible for normal maintenance. A JUA or CUA will not be issued for rights under either section of the Water Code, as the Code itself provides for the maintenance of the facility and confirms the rights and responsibilities of the State and the Owner. See Utility Manual Section 13.04.06.01.

Water Code 7034 will not apply if the subject highway was a state highway when the facility was installed.

Water Code 7034 will not apply where the highway in question was never a county road (virgin routes).

Water Code 7035 is written to favor the water districts. If we cannot prove that we were there first, we are liable for the cost of the relocation under 7035. The burden of proof is on us.

Please contact your HQ RAW Utilities Senior in unusual cases or if you have questions.

NAME	TITLE	DATE
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WATER CODE CHECKLIST (Cont.)

RW 13-19 (REV 12/2013)

WATER CODE SECTIONS 7030 TO 7036

- 7030: As used in this chapter, "conduit" includes canal, ditch, culvert, pipeline, flume, or other appliance for conducting water.
- 7031: As used in this chapter, except in Section 7034, "highway" includes both state and county highways as defined by or identified in the Streets and Highways Code.
- 7031.5: As used in this chapter, "bridge" means a structure constructed to allow the conducting of water underneath by canal, ditch, flume, or other uncovered appliance for conducting water.
- 7032: No conduit shall be laid, constructed, or maintained so as to obstruct any highway.
- 7033: Every person or public district or agency who or which initially constructs, or improves for his or its own benefit, any conduit crossing or running along any pre existing highway, shall construct or improve such conduit in accordance with standards established by the county or State as the case may be, and at the expense of the person so constructing or improving such conduit.
- 7034: Bridges or conduits heretofore or hereafter constructed in a permanent manner, whether by encroachment permit or otherwise, which cross county highways and which have been constructed or brought up to county standards, and have been accepted, either formally or informally by appropriate action, shall, after such acceptance, and regardless of who constructed them, be the sole responsibility of the county, so far as maintenance, repair, improvement for the benefit of the county, reconstruction or replacement of such bridges and conduits are concerned. If any such county highways become state highways, the State shall succeed to the foregoing obligations of the county.
- The amendment of this section made at the 1963 Regular Session of the Legislature does not constitute a change in, but is declaratory of, the pre existing law.
- 7035: Whenever any conduit for conducting water crosses a highway and no written records exist showing that the highway rights-of-way existed prior to the conduit rights-of-way, it shall be conclusively presumed that the conduit was in place and lawfully maintained prior to the highway and such conduit shall be repaired, improved for the benefit of the public agency having jurisdiction over such highway, and replaced, if necessary, by the public agency having jurisdiction over such highway, provided that usual acts of maintenance of the conduit, such as cleaning the conduit of dirt or silt, shall be performed by and at the expense of the person using the conduit.
- This section shall not apply to any conduit as to which Section 7034 is applicable.
- 7036: Any public district or private utility and any county may enter into a contract agreeing to pay and apportion between them the costs of locating, removing, repairing, or relocating any facilities owned or to be owned by either party on the roads or other property of the other in such proportion and upon such terms as the governing boards of the parties shall determine to be equitable.

This section shall not supersede the provisions of this chapter.

AGREEMENT FOR THE POSITIVE LOCATION OF UNDERGROUND UTILITIES**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 and to ensure the safety of the traveling public, the horizontal and vertical location and/or apparent visual condition of underground utilities must periodically be confirmed. These activities and their results are known as “positive location,” and are commonly referred to as “potholing.” Where referred to in this agreement, such positive location operations include, but are not limited to: vacuum excavation, electronic detection, probing, and external and internal video inspection.
- C. In general, utility owners have been responsible for performing such positive location activities, with the cost of such activities apportioned as provided by California Law, Master Contracts or Department’s Policies.
- D. Department’s needs frequently require the positive location of underground utilities more expeditiously than Owner can readily or economically provide.
- E. Department is willing to assume control of the operation and cost of such positive location of underground utilities on a test basis to facilitate Department’s needs from time to time as provided herein, and to determine if assuming the cost and operation of this work creates sufficient benefit to the Department to justify continuing the practice.

THEREFORE:

1. This agreement is made and executed by the parties hereto pursuant to the provisions of Sections 680.5 and 707.5 of the Streets and Highways Code. It shall govern exclusively the determination of the obligations and costs to be borne by each party hereto in regard to work described herein in lieu of determination 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. This agreement shall apply throughout the State of California to all of the Department's projects and related activities. It is not intended to, and shall not, establish any precedent, principle, rule or guide to interpretation, as between the parties hereto after its termination or as between either of the parties hereto and any third party at any time, and may be terminated at any time as provided herein.

AGREEMENT FOR THE POSITIVE LOCATION OF UNDERGROUND UTILITIESAgreement for the Positive Location of Underground Utilities

Between The State of California, Department of Transportation, and

_____, "Owner".

2. The work to be performed under this agreement is limited to the work necessary to positively determine the horizontal and vertical location and or apparent visual condition of the Owner's utility facilities with the degree of accuracy necessary to meet the Department's requirements. All work under this agreement shall be preceded by the delivery of a written notification to Owner by Department.
3. This agreement does not apply to the relocation, rearrangement, removal or protection of utility facilities.
4. When the work described in this agreement is performed by the Department, the cost of the work shall be borne by the Department. The Owner shall provide confirmation in the field of the identity and typical characteristics (including size, material, contents, pressure or capacity) of Owner's exposed 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.
5. It is anticipated that the work described in this agreement will be performed by the Department through the services of a contractor. In those instances when the Department chooses not to perform the work, the Department will issue a "Notice to Owner" ordering the Owner to diligently perform the work in accordance with Department's reasonable time schedule included in the Notice to Owner, and the Department will bear the cost of the work per separate agreement if the work is completed within the Department's time schedule. The Owner shall allocate sufficient staff and resources to meet all schedules established for the project design and construction work. Should the Owner not meet Department's schedule, Department shall have the right and option to perform such work to maintain Department's schedule.
6. The Owner may choose to perform certain positive location work itself, pursuant to prompt notification to Department of Owner's intention. When the Owner so elects to perform such work, the cost of the work shall be borne by the Department in the same amount as the unit cost for such work by the Department's contractor for the District area. If no such contract exists at the time, cost shall be the most recent such contract cost for the District area. Department will issue a Notice to Owner ordering the Owner to diligently perform the work in accordance with Department's reasonable schedule included in the Notice to Owner. The Owner shall allocate sufficient staff and resources to meet all schedules established for the project design and construction work. Should the Owner not meet Department's schedule, Department shall have the right and option to perform such work to maintain the Department's schedule.
7. It is intended that all work under this agreement performed by the Department shall be performed using the vacuum extraction method, hand excavation or comparable methods acceptable to the Owner and the Department. Electronic detection may also be used in conjunction with, and when confirmed by, vacuum extraction at the Department's option. Other machine methods may only be used to remove paving materials. Machine methods used by the Department for any other purpose will require the concurrence and on-site observation of Owner.

AGREEMENT FOR THE POSITIVE LOCATION OF UNDERGROUND UTILITIES

Agreement for the Positive Location of Underground Utilities

Between The State of California, Department of Transportation, and

_____, "Owner".

8. Owner grants to Department, immediately upon receipt of notification, in accordance with the Department's time schedule, permission to perform positive location of Owner's facilities within Owner's private rights of way, wherever located. Owner retains the right to require reasonable controls and restrictions. Such controls and restrictions shall be promptly reported to the Department in writing.
9. Upon the completion of the work performed under this agreement, Department shall restore the work site to as good a condition as that found when the work commenced.
10. Department shall defend, indemnify and hold Owner harmless from any death, injury, or property claim made by any person, which materially arises from work performed by the Department, its employees, agents and contractors pursuant to this agreement. Owner shall defend, indemnify and hold Department harmless from any death, injury, or property claim made by any person, which materially arises from work performed by the Owner, its employees, agents and contractors pursuant to this agreement.
11. This agreement eliminates and replaces any previous agreement between the properties, or portions thereof, regarding positive location activities ("potholing").
12. This agreement may be amended, changed or altered by mutual consent of the parties hereto in writing.
13. This agreement may be terminated by either party upon ninety (90) days written notice.
14. Time shall be of the essence of this agreement.

AGREEMENT FOR THE POSITIVE LOCATION OF UNDERGROUND UTILITIES

RW 13-20 (REV 11/2014)

Agreement for the Positive Location of Underground Utilities

Between The State of California, Department of Transportation, and

_____, "Owner".

For the Utility owner:

Signature

Date

Print Name

Title

For the State of California:

Date

BENJAMIN D. MARTIN, Ed.D., Chief
Office of Railroads and Utility Relocations
Division of Right of Way and Land Surveys
California Department of Transportation

DISTRIBUTION:

- 1 - HQ Right of Way, Office of Utility Relocation & Organizational Development
- 1 - District
- 1 - Utility Owner