



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

May 21, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

65 May 21, 2024

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
UTILITY AGREEMENT WITH THE STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to execute Utility Agreement No. 7-13274 between the Los Angeles County Waterworks District No. 29, Malibu, and the State of California Department of Transportation and delegated authority to the Director or his designee, on behalf of the Los Angeles County Waterworks Districts, to enter into future utility agreements with the State of California Department of Transportation in amounts up to \$330,000 per agreement. The delegated authority, which includes delegated activity for findings under the California Environmental Quality Act, shall be effective for 5 years from the date of adoption.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICTS:

1. Find that the delegation of authority to the Director or his designee to enter into utility agreements with the State of California Department of Transportation on behalf of any of the Los Angeles County Waterworks Districts and to make necessary findings under the California Environmental Quality Act is not a project under the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed activities.
2. Delegate authority to the Director of Public Works or his designee to execute utility agreements, including any revisions or amendments thereto, with the State of California Department of

Transportation, and to approve projects, which are the subject of the agreements, revisions, or amendments for any construction, design, inspection, and/or related work by or on behalf of any of the Los Angeles County Waterworks Districts necessary to relocate Los Angeles County Waterworks Districts facilities in conflict with a State of California Department of Transportation project, provided the amount to be paid or reimbursed by a Los Angeles County Waterworks District under any such utility agreement does not exceed \$330,000.

3. Delegate authority to the Director or his designee to take the following actions to comply with California Environmental Quality Act for projects, in connection with the exercise of the delegated authority to execute utility agreements with the State of California Department of Transportation when one or more of the Los Angeles County Waterworks Districts is acting as a responsible agency for the proposed utility agreements, revisions, or amendments described herein: (a) determine whether execution of the proposed utility agreements, revisions, or amendments are exempt from the California Environmental Quality Act or within the scope of a previous finding of exemption; (b) review and consider previously approved environmental impact reports, mitigated negative declarations, and negative declarations; (c) determine whether or not a project is within the scope of a previously certified environmental impact report and any approved addenda, or previously adopted mitigated negative declaration, or negative declaration; (d) determine whether or not a project described in an environmental impact report, mitigated negative declaration, or negative declaration would have a significant effect on the environment; (e) make findings pursuant to the California Environmental Quality Act Guidelines, Section 15091; (f) adopt a mitigation monitoring program pursuant to the California Environmental Quality Act Guidelines, Sections 15091 and 15096; and (g) file and post notices pursuant to Section 21152 of the Public Resources Code.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU:

1. Acting as a responsible agency, find that approval and execution of Utility Agreement No. 7-13274 between the Los Angeles County Waterworks District No. 29, Malibu, and the State of California Department of Transportation is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

2. Approve Utility Agreement No. 7-13274 between the Los Angeles County Waterworks District No. 29, Malibu, and the State of California Department of Transportation and delegate authority to the Director of Public Works or his designee to execute such agreement, including any necessary revisions or amendments thereto, with an estimated amount of \$43,300 and not to exceed \$330,000 to be paid by the Los Angeles County Waterworks District No. 29, Malibu.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that approval and execution of the enclosed Utility Agreement No. 7-13274 between the Los Angeles County Waterworks District No. 29, Malibu (District 29) and the State of California Department of Transportation (Caltrans) is exempt from the California Environmental Quality Act (CEQA) and allow Public Works to authorize the execution of the agreement.

The execution of this agreement will obligate Caltrans to relocate District 29's 2-inch water lines, as part of Caltrans' LA-1 (Pacific Coast Highway) at Big Rock Permanent Slope Restoration Project, at District 29's expense and reimburse Caltrans the actual and necessary costs and expenses incurred and charged in association with the relocation of District 29's water lines to accommodate

construction of Caltrans' project.

Additionally, approval of the recommended actions will find that the delegation of authority to the Director or his designee to execute future utility agreements with Caltrans on behalf of any of the Los Angeles County Waterworks Districts and to make necessary findings and take related actions under CEQA for potential future projects is not a project under CEQA.

As a result of this delegation, the Director or his designee will have the authority to execute utility agreements, including any revisions or amendments thereto, with Caltrans for any construction, design, and/or inspection work by or on behalf of the Waterworks Districts necessary to relocate Waterworks Districts' facilities in conflict with a Caltrans' project, provided the amount to be paid or reimbursed by a Waterworks District under any such utility agreement does not exceed \$330,000 and in accordance with the scope of the delegation authorized with respect to CEQA.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal D, Streamlined and Equitable Contracting and Procurement, Strategy ii, Modernize Contracting and Procurement, by allowing for efficient coordination between Caltrans and the Waterworks Districts to complete infrastructure improvements that support the public needs.

FISCAL IMPACT/FINANCING

This action will have no impact on the County General Fund.

Funding with an estimated amount between \$43,300 to \$330,000 is available in the District 29 Accumulative Capital Outlay Fund N33 (Capital Assets – Infrastructure) Fiscal Year 2024-25 Budget. Funds to finance the future utility agreement will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

District 29 owns, operates, and maintains underground water pipes and appurtenances along Pacific Coast Highway. The water pipes are, in some cases, located within Caltrans' existing right of way pursuant to rights superior to those of District 29. Caltrans is proposing to build a secant wall to stabilize the roadway and protect the supporting embankment at Pacific Coast Highway (LA-1), Postmile 42.4, in the City of Malibu in the Los Angeles County. District 29's facilities are in conflict with Caltrans' project and will require relocation for Caltrans to construct its proposed project. District 29 has agreed it is responsible for the cost to relocate its existing facilities within the project area. District 29 will have the same rights in the new location that it had in the old location.

The proposed agreement with Caltrans incorporates provisions of 23 Code of Federal Regulations (CFR) 635.410, Buy America. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), Section 1518; 23. CFR 635.410 requires that all manufacturing processes occur in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the Federal Highway Administration.

If approved, Caltrans would relocate District 29 facilities and the proposed actions would allow Caltrans to immediately seek reimbursement from District 29 for proposed construction once work begins.

Additionally, the proposed delegation of authority to the Director or his designee would allow the Waterworks Districts to execute future proposed utility agreements with Caltrans, including any revisions or amendments thereto, where any construction, design, and/or inspection work by or on behalf of the Waterworks Districts is necessary to relocate Waterworks Districts facilities in conflict with a Caltrans project, provided that the amount to be paid or reimbursed by a Waterworks District under any such utility agreement does not exceed \$330,000 and is in accordance with the scope of the delegation authorized with respect to CEQA.

ENVIRONMENTAL DOCUMENTATION

As a responsible agency with respect to the proposed LA-1 Big Rock Permanent Slope Restoration Project, District 29 has reviewed the exemption determination of Caltrans, the lead agency for the proposed project, which found the proposed project is categorically exempt pursuant to CEQA Guidelines, Section 15301(c). In addition to CEQA Guidelines, Section 15301(c), the proposed project is also categorically exempt from CEQA pursuant to CEQA Guidelines, Sections 15301(b) and 15302(c) and Classes 1(e) and 2(c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project is also statutorily exempt from CEQA pursuant to CEQA Guidelines, Section 15282(k) as the relocation component of the proposed project is approximately 200 feet in length, which is less than the 1-mile length allowable for the removal and demolition of existing pipeline and the installation of new pipeline as set forth in Section 21080.21 of the Public Resources Code.

The delegation of authority to the Director or his designee to enter into utility agreements with Caltrans on behalf of any of the Los Angeles County Waterworks Districts and to make necessary findings under CEQA is not a project under Section 21065 of the Public Resources Code and Section 15378(b) of the CEQA Guidelines since they are organizational and administrative actions of government that will not result in direct or indirect physical changes in the environment. In approving the delegation, no specific activity that would constitute a project under CEQA is being approved. The delegation would allow the Director or his designee to take the following actions to comply with CEQA for projects in connection with the exercise of the delegated authority to execute utility agreements with Caltrans when one or more of the Waterworks Districts is acting as a responsible agency for proposed utility agreements, revisions, or amendments described herein: (a) determine whether execution of proposed utility agreements, revisions, or amendments are exempt from CEQA or within the scope of a previous finding of exemption; (b) review and consider previously approved environmental impact reports, mitigated negative declarations, and negative declarations; (c) determine whether or not a project is within the scope of a previously certified environmental impact report and any approved Addenda, or previously adopted mitigated negative declaration, or negative declaration; (d) determine whether or not a project described in an environmental impact report, mitigated negative declaration, or negative declaration would have a significant effect on the environment; (e) make findings pursuant to CEQA Guidelines, Section 15091; (f) adopt a mitigation monitoring program pursuant to CEQA Guidelines, Sections 15091 and 15096; and (g) file and post notices pursuant to Section 21152 of the Public Resources Code. For any activities that are not within the scope of the delegations under CEQA, Public Works will return to the Board to consider approval of the proposed project activities and appropriate findings under CEQA.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Los Angeles County Registrar-Recorder/County Clerk and with the State Clearinghouse at the Governor's Office of Planning and Research for the actions herein in accordance with Section 21152 of the Public Resources Code and will post the Notice to its website in accordance with

The Honorable Board of Supervisors

5/21/2024

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Section 21092.2 of the Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended action.

CONCLUSION

Please return an adopted copy of this letter to Public Works, Waterworks Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA, PE

Director

MP:RG:sb

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

UTILITY AGREEMENT

RW 13-05 (REV 06/2021)

DISTRICT 07	COUNTY LA	ROUTE 1	POST MILE 43/43	PROJECT ID 0715000090
FEDERAL AID NUMBER P001(676)		OWNER'S FILE NUMBER 7-13274		

FEDERAL PARTICIPATION/FEDERALLY ELIGIBLE/NEPA DOCUMENT

On the Project Yes No On the Utilities Yes No

Owner Payee Data No. VC#0000023472 or Form STD 204 is attached.

UTILITY AGREEMENT NO. 7-13274 **DATE** _____

The State of California, acting by and through the Department of Transportation, hereinafter called "STATE," proposes to implement permanent slope restoration in the City of Malibu within the project limits in the County of Los Angeles, CA.

and

NAME Los Angeles County Waterworks District No. 29, Malibu

ADDRESS 23533 Civic Center Way, Malibu CA 90265

hereinafter called "OWNER," owns and maintains
2" Waterline

within the limits of STATE's project which requires

Relocation

to accommodate STATE's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No 13274 dated August 19, 2022, State shall install OWNER's temporary waterline, remove existing 2" waterline, relocate OWNER's 2" Waterline, and reconnect all existing appurtenances to new waterline as shown on STATE'S contract plans for the improvements of State Route 1, EA 4X970 which by this reference are made a part hereof. OWNER hereby acknowledges review of STATE's plans for work and agrees to the construction in the manner proposed. Deviations from the plan described above initiated by either the STATE or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the STATE and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. Owner shall have the right to inspect the work during construction. Upon completion of the work by STATE, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to STATE ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

II. LIABILITY FOR WORK

The existing facilities are located within the STATE's right of way under permit and will be relocated at OWNER's expense under the provisions of Section (673) (680) of the Streets and Highways Code,

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (279) 234-2284, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

UTILITY AGREEMENT

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UTILITY AGREEMENT NO.

III. PERFORMANCE OF WORK

Owner shall have access to all phases of the relocation work to be performed by STATE, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to STATE's Resident Engineer for their evaluation and final disposition.

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

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

The OWNER shall pay its share of the actual cost of said work included in the STATE's highway construction contract within 45 days after receipt of STATE's bill, compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the STATE's highway contractor is \$43,300.00.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to STATE, STATE hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced, In the event that the actual cost of relocation exceeds the amount of money advanced to STATE, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse STATE said deficient cost upon receipt of an itemized bill as set forth herein.

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

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section I above. If the STATE has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), STATE will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the STATE processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

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

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

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

V. GENERAL CONDITIONS

All cost accrued by OWNER as a result of STATE's request of August 5, 2019 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be bill pursuant to the terms and conditions of this Agreement.

If STATE's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, STATE will notify OWNER in writing and STATE reserves the right to terminate this Agreement by Agreement. The Agreement shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of STATE and/or LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (Map-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

If, in connection with OWNER'S performance of the Work hereunder, STATE provides to OWNER any materials that are subject to the Buy America Rule, STATE acknowledges and agrees that STATE shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

STATE further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provisions herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

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UTILITY AGREEMENT NO. _____

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

STATE:

OWNER:

By _____
Name _____ Date _____
Title _____

By _____
Name _____ Date _____
Title _____

APPROVAL RECOMMENDED:

By _____
Name _____ Date _____
Title _____

By _____
Name _____ Date _____
Title _____

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

UTILITY AGREEMENT

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UTILITY AGREEMENT NO.

CT DOCUMENT	EVENT TYPE	DEPT	UNIT	PROJECT ID	PHASE	REPORTING	OBJ CODE (N)	BFY	AMOUNT
	C401	2660				9			
	C401	2660				9			
	C401	2660				9			

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.				
R/W Planning and Management				Date
ITEM	CHAP	STAT	FY	AMOUNT

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

UTILITY AGREEMENT

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**INSTRUCTIONS FOR PREPARING THE
UTILITY AGREEMENT**

THE UTILITY AGREEMENT NO. _____ :

1. 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.

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

UTILITY AGREEMENTRW 13-05 (REV 06/2021)

7. FUND TYPE BLOCK:

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.
