

DESIGN-BUILD CERTIFICATION

Date: _____

File: Dist.-Co.-Rte.-P.M.: _____
EA (Design Phase No.): _____

**LOCAL PUBLIC AGENCY NAME
HERE**

Const. Fed.-Aid No.:¹ _____

Right of Way Fed.-Aid No.:¹ _____

Subject: Design-Build Right of Way Certification (insert a brief description of project location and purpose)

Total number of parcels required (entire project) _____

Number of parcels acquired to date _____

Number of parcels remaining to be acquired _____

1. STATUS OF REQUIRED RIGHT OF WAY: This is the _____ **Design-Build Certification.**² Additional right of way is needed for this project. All right of way acquired for this project shall be in accordance with applicable policy and procedure covering the acquisition of real property. (Local Public Agency Name) has legal and physical possession and right to enter on all land as follows:

A. Parcels required for this Certification (Design-Build Segment or Parcel Group #)

_____ ³

1. Parcels acquired as of this submittal (Escrow Closed or Final Order of Condemnation Recorded): _____

Parcel No.	Owner Last Name/Business	Project R/W Required ⁴	Excess (Yes/No)	Close of Escrow/Final Order of Condemnation Date

DESIGN-BUILD CERTIFICATION (Cont.)

2. Parcels covered by Order for Possession: _____

Parcel No.	Owner Last Name/Business	Project R/W Required⁴	CTC Resolution Date	Effective OP Date	Temporary Rights Expiration Date

3. Parcels covered by executed R/W Contract with Possession Clause: _____

Parcel No.	Owner Last Name/Business	Project R/W Required⁴	Effective Date of Contract⁵	Date Funds Deposited into Escrow⁶

4. Parcels covered by Possession and Use Agreement only: _____

Parcel No.	Owner Last Name/Business	Project R/W Required⁴	Effective Date of Contract⁵	Date Funds Deposited into Escrow⁶

(To add table rows, set cursor to right of last column in empty table set, press enter, additional table rows will populate.)

DESIGN-BUILD CERTIFICATION (Cont.)

5. Parcels covered by other acquisition documents as follows: _____⁷

Parcel or P.M. Location	Owner Last Name/Business	Project R/W Required ⁴	Document Type	Effective Date of Contract ⁵	Expiration Date	Date Funds Deposited into Escrow ⁶

B. CONSTRUCTION PERMITS, OTHER REQUIRED PERMITS: _____⁸

Parcel or P.M. Location	Owner Last Name/Business	Document Type	Effective Date of Contract ⁵	Expiration Date

2. STATUS OF AFFECTED RAILROAD OPERATING FACILITIES:

None Affected.

(OR)

None affected. The _____ Railroad has approved the proposed work, which is within their right of way but which does not require the adjustment of railroad facilities. The necessary clauses will be placed in the contract special provisions. The project may be advertised.

(OR)

The _____ Railroad/s has/have approved the proposed work, which is within their right of way but which does not require the adjustment of railroad facilities. The necessary clauses will be placed in the contract special provisions. The project may now be advertised.

(OR)

The _____ Railroad/s (and when needed, the Public Utilities Commission) has approved the proposed work, which is within the railroad right of way and does require the adjustment of railroad facilities. The railroad/s or its/their contract forces, will provide the necessary labor, materials and/or equipment to adjust their facilities. The necessary clauses will be placed in the contract special provisions. The project may now be advertised.

CPUC approval type and date: _____
C&M execution date: _____

3. MATERIAL/DISPOSAL SITE(S): (Select appropriate statement/s, delete inapplicable statement/s)

- None required
- Commercial
- Optional site/s secured as follows:
- Mandatory site/s secured as follows:

Agreement No.	Owner Last Name/Business	Document Effective Date MM-DD-YY	Expiration Date MM-DD-YY

4. STATUS OF REQUIRED UTILITY RELOCATIONS: Select appropriate statement(s), remove those that do not apply.

There are no Utility Relocations required on the project. Therefore, Buy America compliance does not apply to the utility portion of the project.

(OR)

All utility work has been or will be completed in accordance with applicable policy and procedure covering the adjustment of utility facilities. All utility notices have been issued and arrangements have been made with the owners of all conflicting utility encroachments remaining within the right of way, so that adequate control of the project right of way will be achieved. If applicable, federal participation has been determined.

(AND)

All utility work has been completed.

- Project specific utility agreement(s) is (are) fully executed and are in compliance with Buy America.
- Project is not covered by a NEPA document and Buy America requirements do not apply.

(OR)

All utility work will be completed by a stated date prior to award of the contract (see schedule below).

- Project specific utility agreement(s) is (are) fully executed and are in compliance with Buy America.
- Project is not covered by a NEPA document and Buy America requirements do not apply.

(OR)

All necessary arrangements have been made for remaining utility work to be completed as required for proper coordination with project construction. The special provisions in the contract provide for the coordination (see schedule below).

- Project specific utility agreement(s) is (are) fully executed and in compliance with Buy America.
- Project is not covered by a NEPA document and Buy America requirements do not apply.

(AND, when applicable)

The following utilities are located within the project's right of way, but require no relocations:

Company	Facility Type

DESIGN-BUILD CERTIFICATION (Cont.)

The following utilities are in conflict with the project and require relocation/adjustment as follows (if applicable):

R/W Notice No. and Notice Date	Company	Type of Facility	Liability % (Owner = O) (Local Public Agency = LPA)	Agreement Date ⁹	Federal Participation Yes ¹⁰ /No	Relocation Schedule Start & End Dates and Bid Items. (Also list bid item information below) ¹¹

List each (applicable) bid item here or state: no bid items.

Bid Item No.	Owner and Facility Type	Liability % (Owner = O) (Local Public Agency = LPA)	Federal Participation (Yes/No) ¹²

5. RIGHT OF WAY CLEARANCE: (Select the appropriate statement; remove those that do not apply.)

There were no improvements or obstructions located within the limits of this segment of the project.

(OR)

All right of way clearance work has been completed and there are no improvements or obstructions remaining within the right of way area required for construction within this segment of the project.

(OR)

All necessary arrangements have been made for remaining right of way clearance work to be undertaken and completed as required for proper coordination with the construction schedule as follows:

Parcel No.	Location (P.M.)	Description	Salvable/ Non Salvable	Method of Disposal¹³	Date Site Available to Construction Contractor

6. AIRSPACE AGREEMENTS: (Select the appropriate statement; remove those that do not apply.)

There are no airspace lease properties within the limits of this project.

(OR)

All necessary arrangements have been made with the airspace lessee/s and/or special provisions in the contract to minimize conflicts between lessee/s activities and contractor's operation.

(OR)

Airspace lease (describe) has been cancelled or will be canceled effective (date).

(OR)

(Provide explanation of other disposition of airspace lease area).

7. COMPLIANCE WITH RELOCATION ASSISTANCE PROGRAM:

Compliance is not required as there are no displacements on this project.

(OR)

The project has no occupied parcels (except as explained below). The State has complied with all steps relative to relocation advisory assistance and payments as required by applicable policies and procedures, and no person has been required to relocate without at least 90 days written notice. If residential relocation was involved, all individuals and/or families have been relocated to decent, safe and sanitary housing, or the State has made replacement housing available to the displacees.

Types of relocation involved on this project: (Mark all that apply with an “X”)

Personal Property Relocation	Residential Relocation	Business, Farm, Nonprofit Relocation

Exceptions:

Occupants of residences, businesses, farms and nonprofit organizations who have not yet moved from the right of way will be protected against unnecessary inconvenience and disproportionate injury or any action coercive in nature.

Parcel No.	Location (P.M.) Owner or Tenant	Notice to Vacate Issue Date	Date to Vacate	Type of Occupancy ¹⁴

Explanation: Describe the exceptions and the reason the R/W is not clear.

8. COOPERATIVE AGREEMENTS: None required.

(OR)

List names of cooperating entities/agencies, agreement/document number, and date/s approved.

Agency	Agreement No. or Document No.	Date MM-DD-YY

9. ENVIRONMENTAL MITIGATION: No environmental mitigation parcels are required for this project.

(OR)

All environmental mitigation parcels on the project have been acquired.

(OR)

Acquisition of environmental parcels is ongoing (include explanation below).

10. INDEMNIFICATION

The (Local Public Agency) agrees to indemnify, defend, and hold harmless the Department of Transportation (Caltrans) from any and all liability which may result in the event the right of way for this project is not clear as certified. The (Local Public Agency) shall pay, from additional funds secured outside of funding programmed for this project, any costs which arise out of delays to the construction of the project because utility facilities have not been removed or relocated, or because rights of way have not been made available to (Local Public Agency) for the orderly performance of the project work.

11. CERTIFICATION: I hereby certify the right of way for **(insert Parcel Group or Package #)** as conforming to 49 CFR Part 24, 23 CFR(s): §635.309 (c)(1), (g), (h), and (p)(1)(v), §710.309 and the current Caltrans Design-Build certification process. This Design-Build project has been authorized by Section 6800 of the California Public Contract Code. All necessary arrangements for right of way clearance, utility, and railroad work have been made for it to be undertaken and completed as required for proper coordination with the physical construction schedules in the Design-Build Contract **(insert Contract No.)**. Construction may commence on the portions of the construction corridor that are cleared by this certification.

LOCAL PUBLIC AGENCY AUTHORIZED SIGNATURE

NOTE: Certification must be signed by person authorized by current resolution of City or County Board of Supervisors.

By: **Type name of authorized representative here**

Title: **Type title of authorized representative here**

Date: _____

Accepted by:

CALTRANS AUTHORIZED SIGNATURE

By: **Type name of Caltrans Authorized Right of Way Representative here**

Title: **Type title of authorized representative here**

Date: _____

(AND, if required per delegation matrix in R/W manual))

Division Chief
Headquarters Division of Right of Way and Land Surveys

Date: _____

(AND)

Add FHWA signature block if FHWA approval is required. Projects requiring FHWA approval include Projects of Division Interest depending on delegations identified in the Project Oversight Agreement, and Certification No. 3 & 3W (only if project is located on the Interstate Freeway System) and project is federal-aid eligible.

Realty Officer
Federal Highway Administration

Date: _____

Attachments

- c: District or Headquarters, Office Engineer - Attn: Scheduling Engineer
Headquarters, Program Manager, HQ R/W - Attn: Project Delivery Liaison
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Endnote Instructions

- 1 Insert the word "None" or input the Federal Construction and/or Federal Right of Way Aid Number. If there is no Federal Aid for Construction, but the Federal Aid Number has not been assigned, insert the word "Pending".
 - 2 Insert the word "**initial**" for the original design-build certification. For subsequent design-build certifications for a project, insert a naming convention that describes the sequence or "package" of the certification, i.e., second, third, or, segment 2, segment 3, etc.
 - 3 Parcels listed in items 1. A. 1–5 on pages 1 and 2 should total the number shown on line 1. A.
 - 4 List as full acquisition, partial acquisition, fee, permanent easement (including type), temporary construction easement, etc. Do not use acronyms. Detail should be added showing expiration dates of documents with fixed termination dates, i.e., temporary easements.
 - 5 Date must be day of/ or be post funds deposited date.
 - 6 Funds must be deposited into an escrow account (internal or external) and be made available (able to withdraw), as legally permissible, to the grantor/s, as a condition of use of a possession clause in a right of way contract or by a stand-alone Possession and Use Agreement.
 - 7 This section covers acquisitions where the document is a license, permit, etc., not otherwise covered by 1. A. 1-4.
 - 8 Detail should be added showing expiration dates of documents with fixed termination dates.
 - 9 Date of agreement in which the Utility Company agrees to move. Use the Utility Agreement Date if there is one. If there is no Utility Agreement, use the original encroachment permit date.
 - 10 If there is Federal Participation, a copy of the Specific Authorization to Relocate Facility Utilities Memorandum (RW 13-15) must be attached for each facility relocation item.
 - 11 Must include actual dates. If the relocation is concurrent with construction use the construction start and end dates.
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DESIGN-BUILD CERTIFICATION (Cont.)

EXHIBIT

17-EX-10 (REV 6/2021)

EA# _____

ENDNOTE INSTRUCTIONS

12 A copy of Specific Authorization to Relocate Facility Utilities Memorandum (RW 13-15) must be attached for each Bid Item.

13 Demolition Contract, Construction Contractor or Owner

14 Residential, Business, Farm, Nonprofit Organization or Personal Property only.
