

FEDERAL-AID

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

District	County	Route	P. M.	E. A.
08	SBd	10/ 30	28.3/30.9; R31.8/R33.2	166209

FEDERAL-AID FAU-M-5030(2)
INTERSTATE FAI-010-2(63)77

SOURCE CODE NO. 08400

NOTICE NO. 5929

OWNER'S FILE NO. -----

UTILITIES AGREEMENT NO. 5929

PERCENTAGE OF FHWA PARTICIPATION

FAI: 95%

FAU: 5%

Date

FIRST PARTY: State of California, acting by and through its Department of Transportation, hereinafter called STATE.

SECOND PARTY: CITY OF REDLANDS

hereinafter called OWNER.

- I. Relocation is required of certain utility facilities of OWNER, cost of which is to be borne by STATE because: existing facilities are publicly owned and lawfully maintained in their present location and qualify for relocation at State expense under the provisions of Section 703 of The Streets and Highways Code.

II. WORK TO BE DONE CONSISTS OF THE FOLLOWING:

In accordance with Notice to Relocate No. 5929, dated April 8, 1980, Owner shall furnish and install various sanitary sewer and/or distribution water pipeline facilities and appurtenances crossing & Improvement Route 30 Stations 1173+35+ (Pioneer Avenue), 1187+60+ (San Bernardino Avenue), 1213+75+ (Lugonia Avenue) and right of & Improvement Lugonia Avenue Station 1215+66+. Work shall be as noted and schematically shown on Exhibit Maps "A" through "D" attached to said Notice; substantially as shown in detail on Owner's contract plans consisting of 5 sheets and dated March 14, 1980; and specifications and cost estimate by letter dated March 19, 1980. Notice, exhibit maps, Owner's plans, specifications and cost estimate are by reference incorporated into and made a part of this Agreement, and are on file with Owner and State's District Office of the Department of Transportation, 247 West Third Street, San Bernardino, California 92403.

Minor deviations from the above-described work may be made and incidental work may be performed by the Owner when mutually acceptable by both parties.

- II. Owner agrees to perform a portion of the herein-described work with its forces and to cause a portion of the herein-described work to be performed by a contract with the lowest qualified bidder selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools and equipment required therefor, and to prosecute said work diligently to completion.
- IV. Such Director's Easement Deeds as are deemed necessary by the State will be delivered to Owner, conveying rights of way for portions of the facilities relocated under this Agreement, over available State-owned property outside the limits of the freeway right of way.

State's liability for these easements will be at the proration shown for the relocation work involved under this Agreement.

- V. The State shall pay its share of the actual cost of said relocation within 90 days after receipt of an itemized bill in quintuplicate, signed by a responsible official of Owner's organization, compiled on the basis of the actual cost and expense. The Owner shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that the State will not pay for any betterment or increase in capacity of Owner's facilities 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.

VI. CREDIT FOR BETTERMENT

Owner agrees to provide State credit for facilities betterment installation included in the work under Section II, herein. Percentage of net cost to State for said work, as derived by the ratio of "theoretical" compared to "actual" facilities replacement cost as estimated and shown on Owner's bidding Schedule I, shall be as follows:

<u>Bid Item No.</u>	<u>Percentage State Cost</u>	<u>Estimated State Cost</u>
1. 30" VCP sewer (0+00/2+46), South of Lugonia Avenue	0%	\$ -0-
2. 30" VCP sewer (2+46/6+30), South of Lugonia Avenue	63.46%	\$25,473
3. 21" VCP sewer - abandon, South of Lugonia Avenue	85.26%	\$ 1,635
4. 30" VCP sewer (1211/1215+66), in Lugonia Avenue	82.87%	\$51,881
5. 30" VCP sewer (6+63/7+25) and (9+45/10+16), south of Lugonia Avenue	66.62%	\$10,396

VI. CREDIT FOR BETTERMENT (Cont'd)

<u>Bid Item No.</u>	<u>Percentage State Cost</u>	<u>Estimated State Cost</u>
6. 30" VCP sewer (7+25/9+45), South of Lugonia Avenue	61.97%	\$32,364
7. Excavation earthwork (6+30/10+16) South of Lugonia Avenue	100%	\$ 950
8. Import earthwork (6+30/10+16) South of Lugonia Avenue	100%	\$ 1,940
9. 30" VCP sewer (1208+74/1211), in Lugonia Avenue	79.10%	\$21,199
10. 21" VCP sewer - abandon, in Lugonia Avenue	100%	\$ 6,758
11. 18" VCP sewer (1183+38/1190+90), in San Bernardino Avenue	100%	\$52,480
12. 12" VCP sewer (1190+90/1191+36), in San Bernardino Avenue	100%	\$ 8,590
13. 15" VCP sewer - abandon, in San Bernardino Avenue	100%	\$ 3,751
14. 12" stl. water, in Lugonia Avenue	39.14%	\$ 6,570
15. 30" stl. water, in Lugonia Avenue a/b	100%	\$25,280
16. Fire hydrant, in Lugonia Avenue	100%	\$ 4,940
17. 8" stl. water, in San Bernardino Avenue	59.80%	\$ 7,950
18. 8" ACP water, in Pioneer Avenue	83.35%	\$17,537
19. Sheeting - shoring (Items 1 through 18)	83.02%	\$43,197
8" ACP water (1174+40/1175+57), in Pioneer Avenue - by City forces	83.35%	\$ 3,334

VII. At the election of the Owner, progress bills for costs incurred may be submitted not to exceed Owner's recorded costs as of a specific date less estimated credits applicable to completed work where the recorded costs are sufficient to warrant such billing.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in the Agreement, and less any amounts covered by progress billings.

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 shall be made available for verification by State auditors.

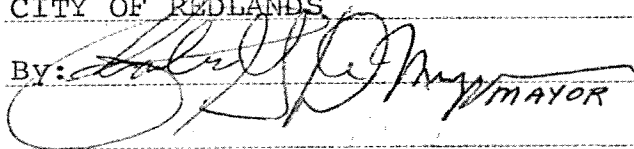
- III. Owner shall submit a Notice of Completion to the District Utilities Engineer within 30 days of the completion of the work described herein.
- IX. It is understood that said highway is a Federal-Aid highway and, accordingly, FHPM 1-4-4 is hereby incorporated into this Agreement.
- X. Owner hereby agrees to comply fully with all of the provisions of Appendix "A", which is attached and which is incorporated in full herein by this reference. This clause shall be applicable only in those cases where the Owner does not perform the work with Owner's own forces.

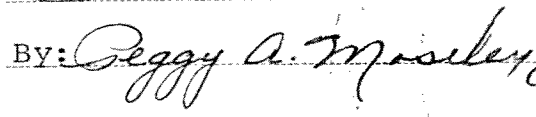
Right of Way \$373,534.00
Construction \$ 5,200.00
Estimated Cost to STATE \$378,734.00

OWNER agrees to perform and STATE agrees to pay for the above-described work in accordance with
the terms of this Agreement

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

CITY OF REDLANDS

By:  MAYOR

By:  City Clerk

Owner

APPROVAL RECOMMENDED:

Deputy District Director - R/W

Asst. Right of Way Clearance Agent

APPROVED:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
District Director

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor will take such action with respect to any subcontractor or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

FEDERAL-AID

FORM DRW-40 (REV. 4-77) 122

Dist. 08 Co. SBd Rte. 10/P.M. 28.3/30.9
30 R31.8/R33.2

Notice No. 5929

District 08

Date April 8, 1980

San Bernardino, California

Interstate Project No. I-010-2(63)77

~~XX~~
Federal Aid No. M-5030(2)

NOTICE TO RELOCATE

To: City of Redlands
P. O. Box 280
Redlands, CA 92373

E.A. No. 166209

Owner's File No. -----

Agreement No. 5929

Permit No. 880-U-788626

Freeway ☒ Yes ☐ No

Because of the State Highway construction on
08-SBd-10/30-28.3/30.9;R31.8/R33.2 on Rte
30 Fr 0.5 Mi N of San Bernardino Ave to
Rte 10, and on Rte 10 Fr Alabama St to New York St.

which affects your following described facilities: Various sanitary sewer and/or distribu-
tion water pipelines and appurtenant facilities located in Pioneer, San
Bernardino and Lugonia Avenues, and at east side of Rte 30, from Lugonia
Avenue southerly.

you are hereby ordered to: Relocate facilities as noted and schematically shown
on the attached Exhibit Maps "A" through "D". Abandon facilities shown
colored yellow and in lieu thereof, install replacement facilities shown
colored red/orange. Facilities shown colored green may remain. Work to
be substantially as shown in detail on City's plans dated March 14, 1980,
consisting of 5 sheets; and specifications and cost estimate by letter
dated March 19, 1980.

Your work schedule shall be as follows: Schedule your work to be completed by Sept-
ember 1, 1980. Approximately 116' of 8" water pipeline placement in Pioneer
Avenue to be coordinated with highway storm drain box construction; upon a
two-week start notice, all work including tie-over and abandonment of exist-
ing facilities, shall be completed within 20 working days.

Notify State's Util Reloc Inspec Tel. # (714)383-4184 48 hours

prior to initial start of work, and additional 24 hours

notification for subsequent starts when work schedule is interrupted.

Liability is at State expense because existing facilities are publicly owned
and lawfully maintained in their present location and qualify for reloca-
tion at State expense under the provisions of Section 703 of The Streets
and Highways Code.

**NOTE: If any portion of this work is to be done by a contractor, the
State must be notified in sufficient time to obtain authorization
from the Federal Highway Administration before the contractor be-
gins work.

Copies to
☐ Owner (white)
☐ Owner's representative:
J. A. Donnelly (white)

☐ Resident Engineer (white)
☐ Permits (green)
☐ H.Q.R/W (pink)
☐ Office copy (yellow)

TSmith
(Design)
BHMeelker
(Inspector)

J. E. PEDDY

District Director

RPS:pdh

THIS NOTICE DOES NOT CONSTITUTE A PERMIT.

OBTAIN STATE HIGHWAY PERMIT BEFORE STARTING WORK.

By Richard P. Shoffett
ASST. DIST. UTILITY RELOCATION ENGINEER

FAI-010-2(63)77
FAU-M-5030(2)

08-SBd-10/30-28.3/30.9;
R31.8/R33.2
On Rte 10 fr Calif
St to Orange St; on Rte
30 fr 3rd St to Rte 10
08400 - 166209

AMENDMENT TO UTILITIES AGREEMENT NO. 5929

WHEREAS, the CITY OF REDLANDS, hereinafter called Owner, and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called State, have entered into that certain Utilities Agreement dated June 4, 1980, which Agreement sets forth the terms and conditions pursuant to which Owner will relocate interfering water and sanitary sewer pipeline facilities to accommodate the construction of the proposed 08-SBd-10/30 freeway interchange project; and

WHEREAS, in the performance of said work, additional facilities relocation was found to be necessary, which consists of lowering approximately 740 feet of 2-inch steel pipeline existing within San Bernardino Avenue, crossing centerline Improvement Route 30 Station 1187+90+; and

WHEREAS, Owner elects to install an 8-inch ACP replacement pipeline as facilities betterment, which installation will be accomplished under Notice to Relocate No. 5929-Supplement, dated March 19, 1981 and by Contract Change Order No. 1, at a total cost of \$20,720; and

WHEREAS, in consideration of said facilities betterment, apportionment of total cost is 53.66% State (\$11,252) and 46.34% Owner (\$9,718);

NOW THEREFORE, it is agreed between the parties as follows:

1. Notice to Relocate No. 5929-Supplement, dated March 19, 1981, is hereby incorporated into Section II of said Utilities Agreement.

2. The following facilities betterment cost apportionment is hereby incorporated into Section VI of said Utilities Agreement;

<u>Bid Item No.</u>	<u>Percentage State Cost</u>	<u>Estimated State Cost</u>
C.C.O. No. 1	\$53.66%	\$11,252.00

3. All other terms and conditions of said Utilities Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Utilities Agreement this _____ day of _____, 19____.

CITY OF REDLANDS

By 

By Peggy A. Mosley

APPROVAL RECOMMENDED:

By _____
Deputy District Director-R/W

By _____
Asst. Utility Relocation
Engineer

STATE OF CALIFORNIA
Department of Transportation

By _____
District Director