



Staff Report

File #: 21-0666

REQUEST FOR CITY COUNCIL ACTION

DATE: 07/07/2021

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

Cooperative Agreement between the City of Corona, Western Municipal Water District, and the Western Riverside County Regional Wastewater Authority for the relocation of sanitary sewer facilities in connection with the McKinley Grade Separation Project.

EXECUTIVE SUMMARY:

Approval of a Cooperative Agreement between the City of Corona, Western Municipal Water District ("WMWD"), and the Western Riverside County Regional Wastewater Authority ("WRCRWA"), collectively called "Utility Agencies," that provides for the relocation of wastewater facilities owned by Santa Ana Watershed Project Authority ("SAWPA") and operated/maintained by WMWD and WRCRWA that are in conflict with the McKinley Grade Separation Project improvements and the reimbursement of all costs incurred by the City for the relocation of the wastewater facilities.

RECOMMENDED ACTION:

That the City Council:

- a. Approve the Cooperative Agreement for Utility Facility Modifications between the City, Western Municipal Water District, and Western Riverside County Regional Wastewater Authority.
- b. Authorize the City Manager, or his designee, to execute the Cooperative Agreement for Utility Facility Modifications between the City, Western Municipal Water District, and Western Riverside County Regional Wastewater Authority and to approve and execute any amendments to the Cooperative Agreement in a form acceptable to the City Attorney that are consistent with the Council's directions herein.

BACKGROUND & HISTORY:

WMWD and WRCRWA Facilities Within Project Limits

As part of the SAWPA Inland Empire Brine Line that was constructed in the early 1990s, there is an existing 8" sanitary sewer effluent line located along Sampson Avenue and McKinley Street south of Sampson Avenue. WRCRWA operates and maintains the portion of the effluent facility and appurtenances that are located along Sampson Avenue and McKinley Street to a point just south of the existing Burlington Northern & Santa Fe ("BNSF") railroad, which includes an existing flow meter structure encased in a manhole, an existing siphon encased within a manhole structure and an additional manhole structure located between the flow meter and railroad. WMWD operates and maintains the portion of the effluent facility and appurtenances along McKinley Street from the flow meter south to the McKinley/Magnolia intersection, which includes the flow meter and an electric meter that powers the flow meter on the west side of McKinley Street. The flows from these facilities generally run east to west along Sampson Avenue, then north to south along McKinley Street to existing facilities in Magnolia Avenue. Although SAWPA owns the facilities and appurtenances, WMWD and WRCRWA are responsible for maintenance and operations, as well as taking the lead on any relocation improvements. As such, WMWD and WRCRWA are authorized to execute cooperative agreements and approve financing/reimbursement obligations for these facilities on behalf of SAWPA.

The Project includes the construction of a steel tied-arch network bridge structure approximately thirty (30) feet above the existing railroad track surface elevations. The Project will cause a gradual drop in elevations between the new elevations crossing the BNSF railroad (30 feet above existing grades), to fifteen feet above grade at the Estelle Street intersection, and back to surface elevations just north of Magnolia Avenue. As a result, the Project requires the complete reconstruction of the three (3) manholes just south of the existing BNSF railroad crossing as the roadway surface elevation will increase approximately twenty (20) to twenty-five (25) feet. Additionally, WMWD has identified existing flow problems that pre-date the Project improvements, which appear to be caused by low points and settlement areas in portions of the sanitary sewer effluent facility located south of the existing flow meter that are prohibiting the north to south flows, resulting in blockages and constant maintenance problems. Since other adjustments to their wastewater facilities are required as a result of the Project, WMWD has requested that the City also include the reconstruction of a portion of these facilities to remove existing low points. Additionally, the Utility Agencies executed a contract with the City of Corona's design consultant team (Biggs Cardosa and Associates, Inc., and Kimley-Horn and Associates, Inc.) directly to perform all design engineering and plan/procurement document preparation services.

The WMWD and WRCRWA sanitary sewer facilities within the Project limits are lawfully maintained in the present locations pursuant to statutory franchise rights. Said statutory franchise rights will also apply to the new locations of the WMWD and WRCRWA sanitary sewer facilities as a result of the adjustments, replacements, and relocations due to the Project improvements. Pursuant to [California Public Utilities Code Section 6297](#), both WMWD and WRCRWA, through their authority designated by SAWPA, are obligated to remove or relocate these facilities at their expense when necessary due to the lawful change of grade or alignment. Both agencies are responsible for all work associated with the relocation of their facilities as a result of the Project, including costs for professional services and construction. Much of the improvements required with the relocation and modification to these facilities can only be done during construction with the grading and fill activities.

ANALYSIS:

The City's options for the relocation and modification of the Utility Agencies' sanitary sewer facilities are as follows:

- 1) Direct WMWD and WRCRWA to prepare stand-alone procurement documents for the construction of all relocation, modification, and adjustment of their facilities with a separate, stand-alone contract(s) administered by each agency.
- 2) Include the work necessary to relocate, modify and adjust of their facilities within the City's procurement documents for the construction of the Project. This option involves the need to execute the Cooperative Agreement with the Utility Agencies.

WMWD/WRCRWA to Administer a Stand-Alone Project

The following benefits would apply to the City of Corona under this scenario:

- 1) The City would not be required to execute an agreement with the Utility Agencies, nor would the City be required to dedicate resources to managing construction, performing materials testing, project management, and accounting services for the relocation of the facilities.

The following constraints would apply to the City of Corona under this scenario:

- 1) The City's selected contractor and construction management consultant team would be required to coordinate with the Utility Agencies during construction of the Project to allow both teams of contractors to cooperate and coordinate with each other during construction. This will likely lead to potential delays and potential contract change orders, and additional efforts to coordinate with both sets of contractors in advance to minimize potential cost or schedule impacts.
- 2) Given both water and sewer improvements are performed by wet utility contractors and the fact that the City has water improvements that are required as part of the Project, the City may not receive the benefit of any reduced costs due to the economies of scale savings typically applied with additional trenching and wet utility improvements.

WMWD/WRCRWA Improvements to be Included with Project Improvements

The following benefits would apply to the City of Corona under this scenario:

- 1) Cost savings for the City's water improvements resulting from anticipated reduced unit costs due to the economies of scale savings typically applied with additional trenching and wet utility improvements.
- 2) No risk in multiple contractors and additional coordination efforts resulting in potential cost or schedule impacts. Should result in a more efficient schedule for construction and less overall costs to all involved parties.

The following constraints would apply to the City of Corona under this scenario:

- 1) At the expense of WMWD and WRCRWA, the additional resources the City will need to dedicate to the Project to perform necessary construction management, materials testing,

project management, and accounting services for the relocation of the sanitary sewer facilities.

Staff recommends the most appropriate solution is to include WMWD and WRCRWA improvements within the Project scope of work and to execute a Cooperative Agreement with the Utility Agencies. It will allow the City to minimize potential delays or construction cost change orders due to unforeseen conditions in the coordination with the Utility Agencies' contractor should they administer bids and oversee an independent construction contract for the relocation, modification, and adjustment of their sanitary sewer facilities. This far outweighs the risk with the need to provide additional resources to accommodate the additional improvements.

The proposed Cooperative Agreement between the City and Utility Agencies includes the following responsibilities:

WMWD/WRCRWA

- 1) Reimburse the City for all costs, including construction management, materials testing, project management, accounting services, and the cost for construction for all work involved in the relocation, modification, and adjustment of the Utility Agencies' sanitary sewer facilities plus up to 10% above the lowest responsible bid contact price in the event of unforeseen field conditions. Currently, the total estimated costs are up to \$345,000 for the relocation of WMWD's facilities and \$1,120,000 for relocation of WRCRWA's facilities for a total of \$1,470,000. Should actual construction costs, including the professional services, exceed these estimates, the City will work with WMWD and WRCRWA for the approval of an amendment to the Cooperative Agreement to account for any additional costs prior to the commencement of any additional work.
- 2) Provide inspection and final approvals of all improvements.

City of Corona

- 1) Perform the construction and professional services, including construction management, materials testing, project management, and accounting, associated with all work involved in the relocation, modification, and adjustment of the Utility Agencies' sanitary sewer facilities.
- 2) Secure and/or provide encroachment permits as necessary and at no cost. The City is the primary permitting agency for all proposed improvements within McKinley Street for included with relocation, modification, and adjustment of the Utility Agencies' sanitary sewer facilities. Additionally, Riverside County has permitting authority for a meter within Riverside County jurisdiction south of Sampson Avenue and west of McKinley Street; however, no fees will be charged per the Cooperative Agreement between Riverside County and the City executed in January 2020.
- 3) Provide invoicing and backup documentation, including as-built record drawings, necessary to receive approvals from WMWD and WRCRWA, including the relocation, modification, and adjustment of the Utility Agencies' sanitary sewer facilities due to the construction of the Project.

It should be noted that the Utility Agencies have also executed a separate contract with the City of Corona's design consultant team (Biggs Cardosa and Associates, Inc., and Kimley-Horn and Associates, Inc.) to perform all design engineering and plan/procurement document preparation services for the relocation of the Utility Agencies' sanitary sewer facilities. Additionally, the Utility Agencies are in the process of executing a separate contract with the City's design consultant team to provide as necessary construction support for responding to RFIs related to the relocation of the sanitary sewer facilities. The Utility Agencies are also in the process of executing a separate contract with the City's construction management team (Falcon Engineering Services, Inc.) to provide as necessary construction management services related to the relocation of the sanitary sewer facilities.

FINANCIAL IMPACT:

There is no additional financial impact to the City. Both WMWD and WRCRWA are responsible for all costs associated with the relocation and modification of the Utility Agencies' sanitary sewer facilities, including the construction of all improvements and any professional services, such as construction management, materials testing, project management, and accounting. Additionally, should total construction costs exceed the current project estimates or unforeseen conditions require more than 10% of the total construction costs as established based upon the selected lowest responsible/responsive bids selected by the City for the Project, the City will notify WMWD and WRCRWA of additional costs necessary and work with both agencies on an amendment to the Cooperative Agreement to include reimbursement for additional project costs to the City prior to the commencement of such work.

ENVIRONMENTAL ANALYSIS:

Per Public Resources Code Section 21080.13, all railroad grade separations project which eliminates an existing at grade crossing is exempt from the laws for the California Environmental Quality Act (CEQA). As a grade separation project, this Project is statutorily exempt under the California Environmental Quality Act.

PREPARED BY: JOSHUA COSPER, PE, PLS, CONSULTANT PROJECT MANAGER FOR THE MCKINLEY GRADE SEPARATION PROJECT

REVIEWED BY: SAVAT KHAMPHOU, ACTING PUBLIC WORKS DIRECTOR

Attachments:

1. Exhibit 1 - Cooperative Agreement for Utility Facility Modifications between the City of Corona, WMWD, and WRCRWA