CITY OF CORONA

COOPERATIVE AGREEMENT FOR UTILITY FACILITY MODIFICATIONS (CITY OF CORONA -MCKINLEY STREET GRADE SEPARATION) WITH WESTERN MUNICIPAL WATER DISTRICT AND WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY

1. PARTIES AND DATE.

This Cooperative Agreement for Utility Facility Modifications ("Agreement") is made and entered into as of this 7th day of July, 2021 ("Effective Date") by and between the City of Corona, a California municipal corporation organized under the laws of the State of California with its principal address located at 400 S. Vicentia Avenue, Corona California 92882 ("Corona"); the Western Riverside County Regional Wastewater Authority ("WRCRWA") a joint powers agency organized under the laws of the State of California, and Western Municipal Water District ("WMWD"), a municipal water district organized under the laws of the State of California. Corona, WRCRWA and WMWD are sometimes individually referred to as "Party" and collectively as "Parties" throughout this agreement.

WRCRWA and WMWD have entered into an agreement, dated September 16, 1998, whereby WMWD is responsible for the general administration, management, operation and maintenance of WRCRWA and its facilities. Therefore, for the purposes of this Agreement, the principal address for both WRCRWA and WMWD shall be located at 14205 Meridian Parkway, Riverside, California 92518 and the same individual shall be the project manager for both WRCRWA and WMWD. In the event of any change in the operation of WRCRWA and/or its facilities or project manager, written notice of any such changes shall be provided as set forth in this Agreement. Notwithstanding the above-mentioned 1998 agreement, WRCRWA and WMWD are separate parties to this Agreement with separate rights, obligations, and facilities as set forth herein.

2. RECITALS.

- **2.1 McKinley Grade Separation Project.** Corona intends to construct a new fourlane overhead grade separation at the McKinley Street/BNSF Railway double tracks, south of the intersection with Sampson Avenue, in the City of Corona, as more particularly depicted in **Exhibit** "A" attached hereto and incorporated herein by reference ("the Project"). The southern limits of the Project commence at Magnolia Avenue and terminate to the north at the State Route 91. The Project also includes a portion of Estelle Street immediately to the west of the McKinley Street intersection.
- 2.2 WRCRWA And WMWD Facilities. Pursuant to existing rights of way, WRCRWA owns and operates certain facilities located within McKinley Street as depicted in

Exhibit "B" attached hereto and incorporated herein by reference ("WRCRWA Facilities"). In addition, pursuant to existing rights of way, WMWD owns and operates certain facilities located within McKinley Street as depicted in Exhibit "B" ("WMWD Facilities").

- 2.3 Relocations Required By The Project. Due to the change in elevations anticipated along McKinley Street as a result of the Project, the WRCRWA and WMWD Facilities will require potential adjustments, replacements, and relocations to new locations as depicted in Exhibit "B." The WRCRWA and WMWD Facilities within the Project limits are lawfully maintained in the present locations pursuant to statutory franchise rights including, by way of example, the statutory franchise right set forth in Water Code Section 71695. Said statutory franchise rights also apply to the new locations of the WRCRWA and WMWD Facilities as a result of the adjustments, replacements and relocations contemplated under this Agreement. Based on the rights, obligations, and history of the installation of the current WRCRWA and WMWD Facilities in McKinley Street, WRCRWA and WMWD are obligated to remove or relocate the WRCRWA and WMWD Facilities at WRCRWA's and WMWD's expense as necessary for the Project.
- **2.3 Cooperation; Facility Modifications.** Corona and WRCRWA and WMWDdesire to cooperate with each other in the design, construction and inspection of the adjustments and relocations to WRCRWA and WMWD Facilities necessary due to the change of grade neededfor the Project ("Facility Modifications"). The purpose of this Agreement is to memorialize the mutual understandings by and between Corona, WRCRWA and WMWD with respect to the design, construction, inspection, and funding for the Facility Modifications.

3. TERMS AND CONDITIONS.

3.1 Corona Obligations.

- 3.1.1 <u>Plans, Specifications and Estimates.</u> Corona shall prepare, or cause to be prepared the necessary Plans, Specifications and Estimates ("PS&E") for the Facility Modifications in accordance with all applicable city, county and state standards and requirements. Corona shall prepare the PS&E such that the Facility Modifications do not conflict or interfere with the Project. Corona shall submit the PS&E to WRCRWA and WMWD for its review and approval prior to commencement of any advertisement to contractors for construction of the Facility Modifications. Said submittal by Corona shall include submitting the PS&E to the consultant retained by WRCRWA and WMWD, Kimley-Horn, which has been retained to design the necessary improvements to the existing WRCRWA and WMWD Facilities. Corona shall include the approved and signed PS&E as a part of the Corona construction contract for the Project.
- 3.1.2 <u>Lead Agency</u>. Corona shall be the lead agency for the design and construction of the Facility Modifications. Corona shall prepare and obtain necessary environmental clearance in accordance with the California Environmental Quality Act, advertise and obtain all design and construction bids, award all contracts, and administer all contracts, including inspection through completion of the Facility Modifications. Corona shall furnish or

have furnished all equipment, tools, materials, labor and engineering services necessary to fully and adequately design and complete the Facility Modifications.

- 3.1.3 Construction of Facility Modifications. In accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, Corona shall advertise, competitively bid, and award a public works construction contract for the Facility Modifications as part of the Project construction. There will not be a separate advertisement, competitive bid, or award of a public works contract for the Facility Modifications. Corona shall administer the Project construction contract and shall ensure that the Facility Modifications are completed in accordance with the approved PS&E and all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations. If, during the course of construction and installation of any of the Facility Modifications, it is determined by Corona, WMWD or WRCRWA that the public interest requires alterations in any of the Facility Modifications, the Party making the determination shall immediately notify the other Parties of said changes prior to implementation of such alterations.
- 3.1.4 <u>Encroachment Permits</u>. Corona shall acquire necessary encroachment permits for the Facility Modifications as part of the construction of the Project. Facility Modifications will be done by the Project contractor through a no fee encroachment permit.
- 3.1.5 <u>Contractor Obligations</u>. Corona shall require the contractor for the Facility Modifications to: a) comply with the requirements of California Labor Code Section 1720, <u>et seq.</u>, and 1770, <u>et seq.</u>, as well as California Code of Regulations, Title 8, Section 16000, et seq.; b) provide and maintain adequate liability insurance for the Project which includes Facility Modifications; c) name WMWD, its directors, officials, officers, employees, volunteers and agents as additional insured with respect to the Facility Modifications performed by or on behalf of the contractor; and d) indemnify and hold harmless WMWD its directors, officials, officers, employees, volunteers and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to the Facility Modifications.
- 3.1.6 <u>Inspection</u>. Corona shall have the right to be present during any inspections of the Facility Modifications.

3.2 WRCRWA Obligations.

- 3.2.1 <u>Review of PS&E</u>. Upon receipt of the PS&E for the WRCRWA Facility Modifications, WRCRWA shall promptly review the PS&E, and shall not unreasonably withhold approval as part of their review.
- 3.2.2 <u>WRCRWA Inspection Personnel</u>. Corona shall provide a minimum of forty-eight (48) hours advanced notice to WRCRWA prior to conducting any inspections of the WRCRWA Facility Modifications. WRCRWA shall ensure that its inspection personnel have appropriate personal protection equipment and abide by the Project's Safety, Health, and Environmental Plans ("SHEP").

- 3.2.3 Payment of Total Construction Costs of Facility Modifications. WRCRWA agrees to pay one hundred percent (100%) of the Total Construction Costs as defined in Bid Items, to construct the WRCRWA Facility Modifications. An additional 10 percent (10%) may apply in the event of the change or unforeseen field conditions during construction that resulted in a cost increase above the lowest responsible bid contact price for the construction of the WRCRWA Facility Modifications. No such additional amount shall be incurred without the prior written consent of WRCRWA, which consent shall not be unreasonably delayed or denied. For purposes of this Agreement, the term "Total Construction Costs" shall mean all labor, materials, tools, equipment, services and incidental and customary work necessary to plan, engineer, design, permit, bid, and construct the WRCRWA Facility Modifications, including without limitation, all costs and expenses for the following: engineering, legal, and other consultant services throughout the pre-construction and construction phases; bid preparation and administration services; soil, project and other inspection and testing services; construction and project management services; and all other construction and project close-out activities. The Total Construction Costs for the construction of the WRCRWA Facility Modifications is currently estimated to be one million, one hundred and twenty thousand Dollars (\$1,120,000.00) as is more particularly described in Exhibit "C" attached hereto and incorporated herein by reference ("WRCRWA Facility Modifications Estimated Costs").
- 3.2.3.1 Upon WRCRWA's acceptance of the WRCRWA Facility Modifications for ownership, operation and maintenance, Corona will provide WRCRWA with a reproducible duplicate set of "record drawings" for the modified facilities.
- 3.2.3.2 <u>Total Costs</u>. Upon completion of the WRCRWA Facility Modifications and acceptance by WRCRWA, Corona shall prepare a final written accounting of the Total Costs for the construction cost of the WRCRWA Facility Modifications. WRCRWA shall pay Corona within thirty (30) days of receipt of an invoice detailing the Total Costs and any amounts due and payable to Corona.

3.3 WMWD Obligations.

- 3.3.1 <u>Review of PS&E</u>. Upon receipt of the PS&E for the WMWD Facility Modifications, WMWD shall promptly review the PS&E, and shall not unreasonably withhold approval as part of their review.
- 3.3.2 <u>WMWD Inspection Personnel</u>. Corona shall provide a minimum of forty-eight (48) hours advanced notice to WMWD prior to conducting any inspections of the WMWD Facility Modifications. WMWD shall ensure that its inspection personnel have appropriate personal protection equipment and abide by the Project's SHEP.
- 3.3.3 Payment of Total Construction Costs of Facility Modifications. WMWD agrees to pay one hundred percent (100%) of the Total Construction Costs, as defined in Bid Items, to construct the WMWD Facility Modifications. An additional 10 percent (10%) may apply in the event of the change or unforeseen field conditions during construction that resulted in a cost increase above the lowest responsible bid contact price for the construction of the WMWD Facility

Modifications. No such additional amount shall be incurred without the prior written consent of WMWD, which consent shall not be unreasonably delayed or denied. The Total Construction Costs for the construction of the WMWD Facility Modifications is currently estimated to be three hundred, forty five thousand Dollars (\$345,000.00) as is more particularly described in **Exhibit** "C" ("Estimated Costs").

- 3.3.3.1 Upon WMWD's acceptance of the WMWD Facility Modifications for ownership, operation and maintenance, Corona will provide WMWD with a reproducible duplicate set of "record drawings" for the modified facilities.
- 3.3.3.2 <u>Total Costs</u>. Upon completion of the WMWD Facility Modifications and acceptance by WMWD, Corona shall prepare a final written accounting of the Total Costs for the construction cost of the WMWD Modifications. WMWD shall pay Corona within thirty (30) days of receipt of an invoice detailing the Total Costs and any amounts due and payable to Corona.
- **3.4 Termination.** As to WRCRWA, this Agreement shall terminate upon final completion and acceptance by WRCRWA of the WRCRWA Facility Modifications, and payment by WRCRWA to Corona of all amounts owed to Corona under this Agreement. As to WMWD, this Agreement shall terminate upon final completion and acceptance by WMWD of the WMWD Facility Modifications, and payment by WMWD to Corona of all amounts owed to Corona under this Agreement.
- **3.5 Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other addresses as the respective Parties may provide in writing for this purpose:

City of Corona:	Western Riverside County	Western Municipal Water
	Regional Wastewater Authority:	District
City of Corona	Western Riverside County	Western Municipal Water
400 S. Vicentia Ave.	Regional Wastewater Authority	District
Corona, CA 92882	14205 Meridian Parkway,	14205 Meridian Pkwy,
Corona, Cri 72002	Riverside, CA. 92518	Riverside, CA 92518
	,	,
Attention:	Attention:	Attention:
Peter Ramey, PE	Zuzanna Rand, P.E., M.S.	Zuzanna Rand, P.E., M.S.
City Project Manager	Title Project Manager	Title Project Manager
Email:	Email:	Email:
Peter.Ramey@CoronaCA.gov	zrand@wmwd.com	zrand@wmwd.com

Such notice may be provided by personal delivery, by first class mail, by express delivery or by email transmission. Notice shall be deemed to made as follows: (A) when personally delivered, upon actual delivery; (B) when mailed, seventy-two (72) hours after deposit in the U.S. Mail, first class postage prepaid; (C) when sent by express delivery, upon delivery as documented by the delivery service; and (D) when sent via facsimile transmission, upon actual delivery as

documented by any verifiable facsimile transmission record. Facsimile transmissions shall be followed by first class delivery along with a copy of the facsimile transmission record. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- **3.6** Cooperation and Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.7 Attorneys' Fees. If any Party commences an action against another Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 3.8 Indemnification. Each Party shall indemnify and hold the other Party and its officials, officers, employees and agents free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions or willful misconduct of the indemnifying Party or its officials, officers, employees and agents related to the performance of this Agreement or the completion or maintenance of the Facility Modifications or the Project, including attorneys' fees and other related costs and expenses; provided, however, that employees of any Party shall not be deemed to be agents of any other Party for purposes of this Section. Notwithstanding the foregoing, the indemnifying Party shall not settle any lawsuit with respect to the other Party to this Agreement without such Party's consent, which consent shall not be unreasonably withheld.
- **3.9 Entire Agreement; Amendments.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- **3.10** Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any cause of action arising under this Agreement shall be in Riverside County.
- **3.11 Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties.
- **3.12** Assignment or Transfer No Party shall assign, hypothecate, subcontract or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.13 Construction, References and Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to any Party shall include all officials, officers, employees and agents of that Party, except as otherwise specified in this Agreement. The caption of the various sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- **3.14 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give any other Party any contractual rights by custom, estoppel, or otherwise.
- **3.15 No Third-Party Beneficiaries.** There are no third-party beneficiaries of any right or obligation assumed by the Parties.
- **3.16 Invalidity and severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In addition, if any portion of this Agreement is declared to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal counsel for the Parties to this Agreement, the Parties shall use their reasonable best efforts to amend this Agreement to remove the inappropriate provision(s); provided, however, that if the amendment cannot be made in a manner which preserves all essential parts of the consideration for any Party, such Party may terminate this Agreement as soon as is reasonably practicable or as required by law.
- **3.17 Authority to Execute Agreement.** Each Party warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party also warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party hereto.
- **3.18 Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall constitute an original.

CITY OF CORONA,

a California municipal corporation

CORONA'S SIGNATURE PAGE FOR

CITY OF CORONA COOPERATIVE AGREEMENT FOR UTILITY FACILITY MODIFICATIONS (CITY OF CORONA – MCKINLEY STREET MCKINLEY GRADE SEPARATION)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective duly authorized representatives.

By: \(\frac{\sqrt{\kappa}}{\sqrt{\text{acob Ellis}}}\) City Manag	<u>Jacob Elli</u> ger	S	
Attest:			
S <u>ylwia Edwards</u> Sylvia Edwards City Clerk			
Approved as to	form:		
MC Sec	Del		
Dean Derleth			
City Attorney			

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY'S SIGNATURE PAGE FOR

CITY OF CORONA COOPERATIVE AGREEMENT FOR UTILITY FACILITY MODIFICATIONS (CITY OF CORONA – MCKINLEY STREET GRADE SEPARATION)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective duly authorized representatives.

Western Riverside County Regional Wastewater Authority, a joint powers agency organized under the laws of the State of California,

by: Jary L Willer

Administrator

Attest:

Tina Barber Board Secretary

Tina Barber

WESTERN MUNICIPAL WATER DISTRICT'S SIGNATURE PAGE FOR

CITY OF CORONA COOPERATIVE AGREEMENT FOR UTILITY FACILITY MODIFICATIONS (CITY OF CORONA – MCKINLEY STREET GRADE SEPARATION)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective duly authorized representatives.

Western Municipal Water District, a municipal water district organized under the laws of the State of California

bolinaiz Miller	
Craig Miller	
General Manager	

Attest:

Tammi Ford

Board Secretary

EXHIBIT A

MCKINLEY STREET GRADE SEPARATION PROJECT

SEE ATTACHED ONE (1) PAGE

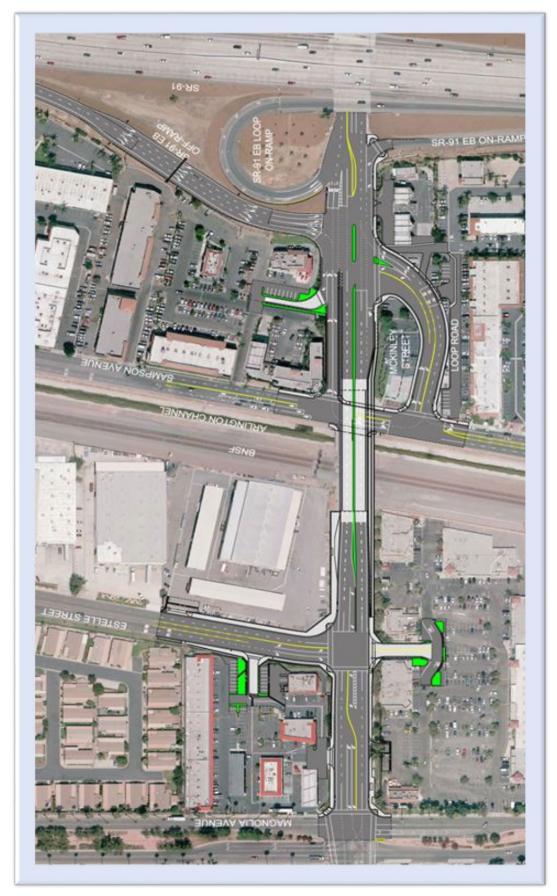
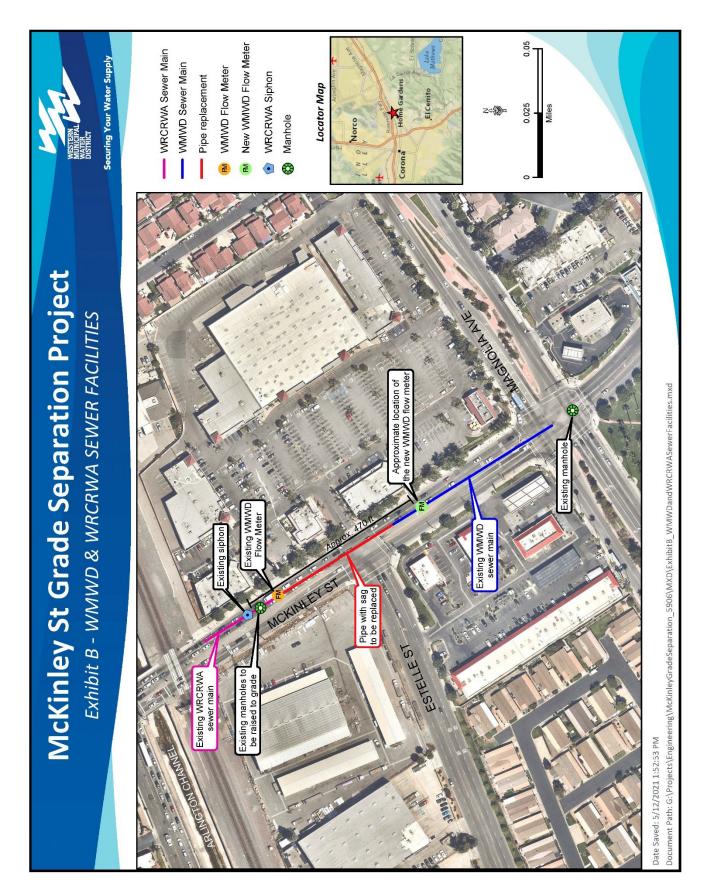


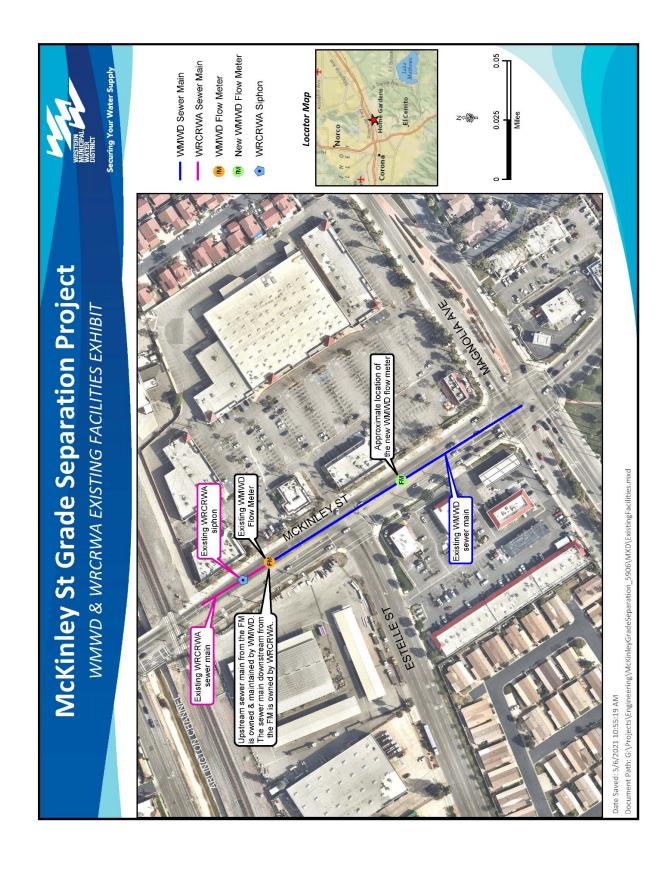
EXHIBIT B

WRCRWA & WMWD FACILITIES

SEE ATTACHED THREE (3) PAGES

- 1. MCKINLEY STREET SEWER FACILITIES
- 2. WRCRWA & WMWD EXISTING SEWER FACILITIES
- 3. WRCRWA & WMWD PROPOSED SEWER FACILITIES





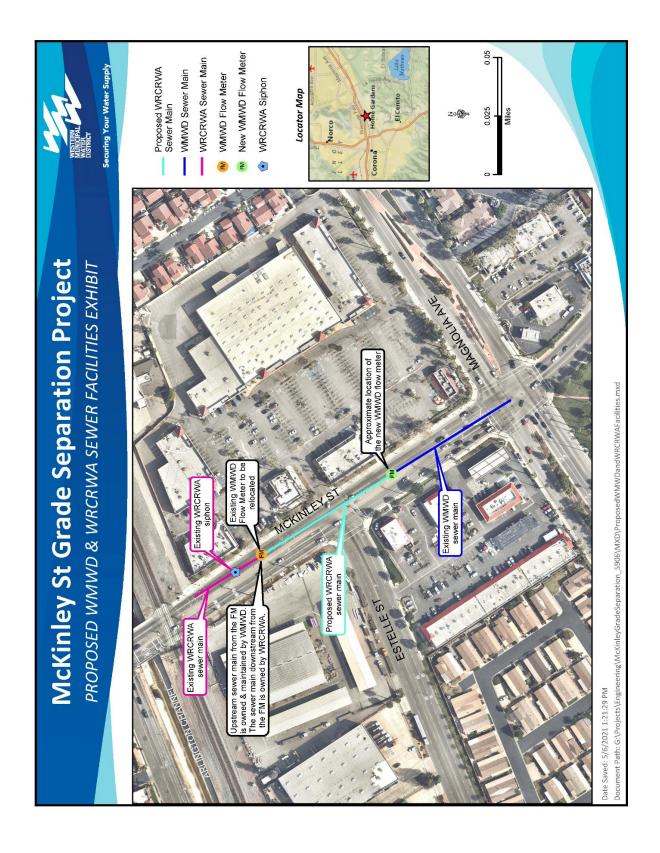


EXHIBIT C

ESTIMATED COSTS FOR FACILITY MODIFICATIONS

SEE ATTACHED THREE (4) PAGES

- 1. KIMLEY-HORN FEE SCHEDULE FOR DESIGN OF WRCRWA AND WMWD SEWER FACILITIES.
- 2. ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST (TWO (2) PAGES).
- 3. MCKINLEY GRADE SEPARATION PROJECT COST

KIMLEY-HORN FEE SCHEDULE FOR DESIGN OF WRCRWA AND WMWD **SEWER FACILITIES.**

McKinley Street Grade Separation Project - WMWD and WRCRWA Design Fee Schedule

				Kimley-Horn Staff	orn Staff			Sub-Consultant					
	Category	Senior Project Manager Professional	Senior Professional II	Senior Professional I	Senior Professional I	Analyst	Admin	Structural					ä
	Total Hourly Billing Rate*	\$325.37	\$278.15	\$236.16	\$152.20	\$120.71	\$110.00		Total Hours	Labor	Labor Cost	Total Cost	
Task 1	Data Collection	2			4	10			16	S	2,466.64	2,466.64	4
Task 2	Plans, Specifications & Estimates (PS&E)												
	Utility Plans (9 sheets)	15	14	09	110	200	09	\$ 9,475	399	ş	70,428.25	79,903.25	25
	Specifications	2	5		40	10			57	\$	9,336.59	9,336.59	69
	Cost Estimates	2	4		10	30			46	S	6,906.64	6,906.64	4
Task 3	Coordination and Meetings	20		20	09	20			120	S	22,776.80	22,776.80	80
	TOTAL HOURS	14	23	80	224	022	60		638				
	Subtotals	\$ 13,340 \$	\$ 6,397	\$ 18,893 \$	\$ 34,093 \$	\$ 32,592 \$	\$ 6,600	\$ 9,475		\$ 1	111,914.92 \$	121,389.92	92
	WMWD Portion										•	84,972.95	35
	WRCRWA Portion										•	36,416.97	76
	TOTALCOST										\$	121,390	06
	Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate	rithout authorizati	on from the Cli	ient. Individua	I task amounts	are provided fo	r budgeting pu	rposes only. Kimley-H	forn reserves the	right to rea	allocate		ĺ

1/19/2021

1 of 1

Kimley» Horn

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST (TWO (2) PAGES

Engineer's Estimate of Probable Construction Cost (Page 1 of 2)

Kimley	-Horn and Associates, Inc.			Opinion of	Probable Cons	truction Cost
	Western Municipal Water District McKinley Grade Separation - Siphon Structure 094668002			te: epared By: ecked By:		5/3/2021 TMT RKC
Title:	McKinley Grade Separation - Siphon Structure (WMWI	Facilities)				
Item#	ltem	Spec.#	Quantity	Unit	Unit Price	Cost
1	Ravenscoat Corrosion Protection		1	LS	\$5,000.00	\$5,000
2	Concrete Flume Vault		37	CY	\$2,500.00	\$92,487
3	Shoring		1	LS	\$25,000.00	\$25,000
4	Temporary Bypass Pump		1	LS	\$5,000.00	\$5,000
5	RTU Panel		1	LS	\$20,000.00	\$20,000
6	Conduits and Conductors		1 1	LS	\$15,000.00	\$15,000
7	SCADA Integration and Testing		1	LS	\$5,000.00	\$5,000
8	Electrical Service		1	LS	\$15,000.00	\$15,000
9	NEMA 4X 316 SS Junction Boxes		2	EA	\$1,000.00	\$2,000
10	Ultrasonic Level Meter		1	LS	\$3,000.00	\$3,000
11	Flume 36" Manhole Riser, Frame, and Cover		2	EA	\$3,000.00	\$6,000
12	Precast Fiberglass Flume		1	LS	\$5,000.00	\$5,000
7			Subtotal:			\$198,487
□ c.	onceptual Design		Conting. (%,+	/ -)	20	\$39,697
Pr Pr	eliminary Design					
✓ Fi	nal Design					
			Total			\$240,000

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Engineer's Estimate of Probable Construction Cost (Page 2 of 2)

Kimley-Horn and Associates, Inc.

Opinion of Probable Construction Cost

Client: Western Municipal Water District	Date:	5/3/2021
Project: McKinley Grade Separation - Siphon Structure	Prepared By:	тмт
KHA No. 094668002	Checked By:	RKC

Item#	ltem	Spec.#	Quantity	Unit	Unit Price	Cost
1	Remove Existing Siphon Structure		1	LS	\$10,000.00	\$10,000
2	Cut and Abandon Existing Sewer		485	LF	\$30.00	\$14,550
3	Abandon Existing Manholes		3	EA	\$3,000.00	\$9,000
4	Ravenscoat Corrosion Protection		1	LS	\$15,000.00	\$15,000
5	Concrete Siphon Structure		172	CY	\$2,500.00	\$429,028
6	Precast 96" Manhole		1	EA	\$50,000.00	\$50,000
7	Precast 48" Manhole		2	EA	\$8,000.00	\$16,000
8	Siphon Structure Foundation Prep		1	LS	\$10,000.00	\$10,000
9	Shoring		1	LS	\$75,000.00	\$75,000
10	Temporary Bypass Pump		1	LS	\$5,000.00	\$5,000
11	96" Manhole and Siphon Structure 36" Manhole Riser, Frame, and Cover		4	EA	\$3,000.00	\$12,000
12	316 SS Grating		1	LS	\$25,000.00	\$25,000
13	6" I.D. HDPE DR-9		20	LF	\$300.00	\$6,000
14	8" I.D. HDPE DR-9		40	LF	\$400.00	\$16,000
15	6" Stainless Steel Vent		1	LS	\$2,500.00	\$2,500
16	Precast Fiberglass Flume		1	LS	\$5,000.00	\$5,000
17	14-inch (DIPS) HDPE DR-11		440	LF	\$270.00	\$118,800
18	18-inch (DIPS) HDPE DR-11		25	LF	\$320.00	\$8,000
			Subtotal:			\$826,878
Co	onceptual Design		Conting. (%	6,+/-)	20	\$165,376
	eliminary Design					
√ Fi	nal Design					
			Total			\$1,000,000

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

4. MCKINLEY GRADE SEPARATION PROJECT COST

	McKinley Gr	McKinley Grade Separation Project Cost May 13, 2021	ject Cost		
Item No.	Description	WRCRWA & WMWD Combined Cost	WRCRWA Cost	W	WMWD Cost
1	Construction Contract Estimate (XXX)	\$ 1,025,365.00	\$ 826,878.00	\$	198,487.00
2	Planning and Design (costs to date)*	\$ 122,000.00	\$ 36,600.00	\$	85,400.00
3	Construction and Project Management **	\$ 30,000.00	\$ 24,300.00	\$	5,700.00
4	Constructibility Review	\$ 4,500.00	\$ 3,645.00	\$	855.00
2	Construction Management & Inspection (IEC) (7.5 % of Construction Cost)	\$ 77,000.00	\$ 62,370.00	\$	14,630.00
	Subtotal	\$ 1,258,865.00	\$ 953,793.00	ᡐ	305,072.00
	Project contingency (20%)	\$ 205,073.00	\$ 165,375.60	\$	39,697.40
	Total	\$ 1,463,938.00	\$ 1,119,168.60	\$	344,769.40
	Rounded Project Cost	\$ 1,470,000.00	\$ 1,120,000.00	Ş	345,000.00
* Includ	$^{f{*}}$ Includes Design Consultant, Permits, Fees, Direct Costs & minor staff time (Cost of design phase: 30% WRCRWA, WMWD)	& minor staff time (Cost	of design phase: 30% W	'RCRWA,	%02
** Inc	** Includes PM, Staff, etc. (Construction Cost: 81% WRCRWA, 19% WMWD)	CRWA, 19% WMWD)			