Closed Session

Meeting Agenda

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (GOVT CODE §54956.8)

   Negotiating Parties: Katie Yancey and Michael Bessette (City of West Sacramento)

   Property: The Rivers Early Implementation Project (EIP): APNs014-580-009, 014-580-010; 014-690-091, 014-720-002, 014-720-057

   Under Negotiation: Price and Terms

2. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (GOVT CODE § 54956.9)

   Name of case: WSAFCA v. Williams Portfolio 2 Yolo County Superior Court Case No. ED11-1052

3. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION (GOVT CODE § 54956.9(c))

   Initiation of litigation, Potential Number of Cases: 2

AJOURN
Open Session

Meeting Agenda

1. Agenda Approval

2. Public Comment on Matters Not on the Agenda

3. Approval of March 8, 2012 Minutes

4. Review Monthly/YTD Revenue & Expenses

4. Consideration of Resolution No. 12-04-01 Authorizing the General Manager to sign Right of Entry Documents

The WSAFCA design team is currently advancing both engineering design and environmental documentation activities for the Southport Sacramento River EIP. As part of this work access to private property is required and an associated right of entry needs to be secured. Authorization for the General Manager to sign the right of entry is required at this time.

5. Consideration of Resolution No. 12-04-02 Adopting Relocation Assistance and Rules in Accordance with state and federal law.

Adopting Resolution 12-04-02 informs the public and provides guidance to WSAFCA staff on how relocation services will be conducted if and when property acquisitions are being considered for flood control and protection. The Uniform Relocations Assistance guidelines are intended to provide owners of real property with assurances that they will be treated fairly and consistently when actions of a public entity affect real property rights.
6. Consideration of Award of an Environmental Consulting Services Contract to SCS Engineers for the Sacramento River Southport EIP

Staff is recommending that SCS Engineers Inc. be awarded the contract for environmental assessment services. SCS Engineers proposed a unique and customized approach to assist WSAFCA with identifying and confronting potential environmental hazards that could affect construction worker safety on the proposed project and with necessary liability protections necessary for property acquisition and conveyance.

7. Consideration of Approval of Amendment No. 2 to the Contract with KSN, Inc.

KSN, Inc. has provided right of way engineering support services for the Rivers and CHP Academy levee improvement projects since 2010. Additional services outside the original contract scope are required in order to complete the project. KSN, Inc. has submitted a proposed scope of work and fee proposal dated April 2, 2012 to provide the necessary services to WSAFCA.

8. WSAFCA Project Updates

9. Informational Items

10. Adjourn

I, Kenneth Ruzich, Secretary, declare under penalty of perjury that the foregoing agenda for the 4/12/2012 regular meeting of the West Sacramento Area Flood Control Agency was posted 4/6/2012 in the office of the City Clerk, 1110 West Capitol Avenue, West Sacramento, CA and in the WSAFCA office, 1420 Merkley Avenue, Suite 4, West Sacramento, CA, and was available for public review.

Kenneth A. Ruzich, Secretary

** In accordance to the Brown Act, any documents related to agenda items that are made available to the Board before the meeting will be available for review by the public at 1420 Merkley Ave., Suite 4, West Sacramento, CA 95691, 8:00 am to 4:00 pm, Monday through Friday.
# Flood JPA Monthly Cash Flow
(Fund 870)

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<th>1. FUND BALANCE(^1)</th>
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<td>(d) Misc Rev.</td>
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(sum 5a thru 5d) Subtotal 2,683,935 25,153,909

(5e) Other JPA Expenses 100

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## Project Expenditures February 1 - February 29, 2012

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## Project Expenditures YTD

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<td><strong>51,783</strong></td>
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CONSIDERATION OF RESOLUTION 12-04-01 CONCERNING RIGHT OF ENTRY AGREEMENTS IN SUPPORT OF THE SACRAMENTO RIVER SOUTHPORT LEVEE EARLY IMPLEMENTATION PROJECT AND DELEGATING AUTHORITY TO THE GENERAL MANAGER TO EXECUTE SUCH DOCUMENTS AT HIS DIScretion

INITIATED OR REQUESTED BY: [ ] JPA Board [X] Staff
[ ] Other

REPORT COORDINATED OR PREPARED BY: Kenric Jameson, Engineering Assistant II

Michael W. Bessette, Flood Protection Manager

The objective of the report is to obtain the West Sacramento Area Flood Control Agency’s (WSAFCA) approval to authorize the General Manager to enter into right of entry agreements to assist in the design and permitting phase of the Sacramento River Southport Levee early Implementation Project (“Southport EIP”).

RECOMMENDED ACTION
It is respectfully recommended that the JPA Board Adopt Resolution 12-04-01.

BACKGROUND
WSAFCA is fully committed to the West Sacramento Levee Improvement Program (WSLIP), the capital investment program intended to provide comprehensive flood risk reduction for the City of West Sacramento (City). The purpose of the WSLIP is to achieve a minimum level of 200-year flood protection for the City by improving up to 50 miles of levees that currently provide protection to the City. In addition, WSAFCA must comply with the State of California Senate Bill 5 that requires urban areas achieve a 200-year level of protection by 2025. WSAFCA has moved proactively since 2006 to implement incremental improvements that contribute to the program objective through discrete projects that fix the levee deficiencies, provide maximum leverage for available local funding, minimize environmental impacts, and obtain essential state and federal regulatory approvals. To date, the WSLIP and associated federal and state actions have completed the I Street EIP (2008), CHP Academy EIP (2011), The Rivers EIP (2011), Yolo Bypass South Slip Repairs (2009 and 2011) and Yolo Bypass North Slip Repair (2011).

At the regularly scheduled board meeting on February 9, 2012, the WSAFCA Board approved HDR Engineers’ Task Order No. 4 scope of work which directs the design team to develop project construction documents, including plans, specifications, cost estimates, and general and special provisions for the improvement of project Segments A, C, D, E, G and H. These are the project segments that are common to both Design Alternatives 1 and 2 that were presented to the Board in January. The WSAFCA Board also directed final supplemental evaluations in Segments B and F. The final supplemental evaluations will address the overall feasibility of combined seepage cut-off wall and seepage berm options in Segment B and the advantages and consequences of a setback levee in Segments B and F. This analysis will include technical feasibility, regulatory acceptability, constructability, long-term operations and maintenance issues, impacts to the community and the implications to achieving WSAFCA’s goal of improving the entire Southport levee reach. The Task Order No. 4 scope of work will be phased to enable completion of final design evaluations in Segments B and F, while allowing design development to proceed in the other project segments.

ANALYSIS
WSAFCA staff and consultants have determined that approximately 100 parcels will be affected by the Sacramento River Southport EIP current design proposal. Some or all of the affected parcels will require various investigations to facilitate the planning, design, and construction of the Southport EIP and to facilitate the acquisition of real property for the Project.
WSLIP staff believes that it is critical for the WSAFCA Board to authorize the WSAFCA General Manager to sign right of entry agreements to advance the design work and related investigations and facilitate the real estate and right of way acquisition process for the Southport EIP.

Alternatives
1. WSAFCA adopts Resolution 12-04-01 granting the General Manager authority to enter into the necessary right of entry agreements with property owners.

2. The WSAFCA may choose not to adopt this resolution. This is not recommended as the results could cause delays which could affect the construction schedule.

Alternative 1 is the staff recommendation. Staff does not recommend the alternative approaches because they could potentially delay or even prevent construction from occurring within the current schedule.

Coordination and Review
This report was coordinated with the legal counsel for WSAFCA.

Budget/Cost Impact
Not Applicable

ATTACHMENT
Resolution 12-04-01
RESOLUTION 12-04-01

A RESOLUTION OF THE WEST SACRAMENTO AREA FLOOD CONTROL AGENCY ("WSAFCA") CONCERNING RIGHTS OF ENTRY IN SUPPORT OF THE SOUTHPORT SACRAMENTO RIVER LEVEE EARLY IMPLEMENTATION PROJECT AND DELEGATING AUTHORITY TO THE GENERAL MANAGER TO EXECUTE SUCH RIGHTS OF ENTRY AT HIS DISCRETION

WHEREAS, WSAFCA is a Joint Powers Authority comprised of the City of West Sacramento, Reclamation District (RD) 900, and RD 537 for the purposes of constructing the improvements necessary to enhance the levee system protecting the City of West Sacramento; and

WHEREAS, WSAFCA has been granted the authority to accomplish the purposes and projects necessary to achieve and maintain at least a 200-year level of flood protection, through the development, design, acquisition, and construction of such projects as are required to provide the necessary flood protection for the protection of the public and property within WSAFCA’s boundaries, which are coextensive with those of the City of West Sacramento; and

WHEREAS, WSAFCA identified a series of necessary improvements along the western shore of the Sacramento River, South of the mouth of the Deep Water Ship Channel and generally referred to as the Sacramento River Southport Early Implementation Project (SRSEIP); and,

WHEREAS, WSAFCA intends to construct the levee improvements needed for the SRSEIP through the State-Federal Flood Control System Modification Program’s Early Implementation Project (EIP); and

WHEREAS, the SRSEIP design is advancing the project from 15% drawings to 65% drawings thereby initiating the need for site investigations related to geotechnical analysis, environmental and cultural resources, permitting, surveying, environmental hazard investigations, and appraising and relocation analyses; and

WHEREAS, WSAFCA staff and consultants require access to properties affected by the SRSEIP.

NOW, THEREFORE, BE IT RESOLVED by WSAFCA as follows:

1. WSAFCA hereby finds that the Sacramento River Southport EIP current design affects approximately 100 parcels, of which some or all will require various investigations to facilitate the planning, design, and construction of the SRSEIP and to facilitate the acquisition of real property for the SRSEIP.

2. WSAFCA hereby authorizes the General Manager, for, in the name of, and on behalf of the WSAFCA, to execute Right of Entry documents for geotechnical analysis, environmental and cultural resources, permitting, surveying, environmental hazard investigations, appraising, and relocation analysis for purposes of carrying out the SRSEIP.
PASSED AND ADOPTED by the West Sacramento Area Flood Control on this 12th day of April, 2012, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

______________________________
William E. Denton, President

ATTEST: ______________________________
Kenneth A. Ruzich, General Manager

APPROVED AS TO FORM: ______________________________
James M. Day, Jr., WSAFCA Attorney
OBJECTIVE
The objective of the report is to request the West Sacramento Area Flood Control Agency (WSAFCA) consider approval of Resolution 12-04-02, adopting rules and regulations to implement payments and to administer relocation assistance consistent with state and federal law.

RECOMMENDED ACTION
It is respectfully recommended that the JPA Board adopt Resolution 12-04-02.

BACKGROUND
In late 2005, the City of West Sacramento adopted a comprehensive flood control strategy for the purposes of improving the City’s flood protection system and to meet new Federal standards for evaluating levee integrity. In 2006, WSAFCA initiated a levee study which was completed in August of 2007. Following completion of the levee study, work commenced on environmental review, design, and permitting for levee improvements.

At the March 8th WSAFCA meeting the Agency Board identified Preliminary Design Alternative 2 as the preferred levee design alternative for the Sacramento River Southport Early Implementation Project (SRSEIP). The Board identified this design alternative following a two year process that included levee evaluation and screening; a succession of progressive levee design plans that evaluated the feasibility of setback, strengthen in place, and adjacent levees; and culminated in advancing five of seven segments of the Preliminary Design Alternative 2 to 65% project construction drawings and directed the design team to conduct additional evaluations of the two outstanding segments and develop cost estimates and related documents.

Based on the initial design work completed, WSAFCA may be required to acquire occupied properties to make significant levee improvements, some of which may require relocation payments and services consistent with state and federal relocation assistance laws.

To the extent WSAFCA undertakes other levee improvement projects requiring the potential acquisition of occupied properties, Resolution 12-04-02 would be applicable and govern any relocation activities concerning those projects.

ANALYSIS
Adopting Resolution 12-04-02 informs the public and provides guidance to WSAFCA staff on how relocation services will be conducted if and when property acquisitions are being considered for flood control and protection. The Relocation Assistance and Real Property Acquisition Guidelines, promulgated by the state Department of Housing and Community Development, are intended to establish a uniform policy that treats individuals fairly and equitably who are displaced as result of a public action. WSAFCA’s adoption of these
relocation guidelines at this time is consistent with the intent of state law, which directs public entities to adopt rules and regulations to implement payments and to administer relocation assistance. Gov. Code, § 7267.8(a).

Similarly, the federal Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, also referred to as the Federal DOT Guidelines, is intended to provide owners of real property with assurances that they will be treated fairly and consistently when actions of a public entity affect real property rights. The Federal DOT Guidelines articulate who may be eligible for relocation services, provides guidance on the property appraisal process, noticing, relocation planning and payments and how to certify that a relocation plan and process was properly implemented.

**Alternatives**
1. WSAFCA adopt Resolution 12-07-01.
2. The WSAFCA may choose not adopt this resolution. This is not recommended because state and federal statutes require that public entities adopt rules and regulations to implement payments and to administer relocation assistance pursuant to state and federal law.

Alternative 1 is the staff recommendation. Staff does not recommend the alternative 2 because WSAFCA may undertake levee improvement projects requiring the potential acquisition of occupied properties which require an approach and process for relocation assistance.

**Coordination and Review**
This report was coordinated with WSAFCA and legal counsel for WSAFCA.

**Budget/Cost Impact**
There is no immediate cost impact to adopting this resolution.

**ATTACHMENT**
Attachment 1 - Resolution 12-04-02
RESOLUTION NO. 12-04-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST SACRAMENTO AREA FLOOD CONTROL AGENCY ADOPTING RELOCATION ASSISTANCE RULES AND REGULATIONS FOR WSAFCA PROJECTS

WHEREAS, the provisions of the California Relocation Assistance Act, as amended, Government Code Section 7260 et seq., require public entities to provide relocation assistance benefits to displaced persons in accordance with the requirements and limitations specified therein; and

WHEREAS, pursuant to Government Code Section 7267.8 (a), all public entities are required to adopt rules and regulations in accordance with guidelines adopted by the Department of Housing and Community Development to implement payments and to administer relocation assistance under the Relocation Assistance Act; and

WHEREAS, pursuant to authority contained in Health and Safety Code Section 50460, the California Department of Housing and Community Development has promulgated Title 25, Division 1, Chapter 6 of the California Code of Regulations, commencing at section 6000, entitled “Relocation Assistance and Real Property Acquisition Guidelines” (herein referred to as “State Guidelines”) in order to implement, interpret and to make specific provisions of the Relocation Assistance Act; and

WHEREAS, pursuant to Government Code Section 7267.8 (b), notwithstanding the foregoing, with respect to federally funded projects, a public entity shall make relocation assistance payments and provide relocation advisory assistance as required under federal law; and

WHEREAS, the Office of the Secretary, Department of Transportation of the Federal Highway Administration has promulgated 49 Code of Federal Regulations, Part 24, entitled “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs” (herein referred to as “Federal DOT Guidelines”), as its rules to implement the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West Sacramento Area Flood Control Agency as follows:

With respect to non-federally funded projects, the State Guidelines, as the same may be amended and revised from time to time, are hereby adopted as the guidelines, rules and regulations for providing relocation assistance by WSAFCA to the extent they are not inconsistent with statutory provisions.
Resolution 12-04-02

Page 2

IT IS FURTHER RESOLVED that, with respect to federally funded projects, the Federal DOT Guidelines, as the same may be amended and revised from time to time, as implemented by the California Department of Transportation, shall be the guidelines, rules and regulations for providing relocation assistance by the WSAFCA, to the extent they are not inconsistent with statutory provisions.

This resolution shall not have a retroactive effect.

PASSED AND ADOPTED by the West Sacramento Area Flood Control on this 12th day of April, 2012, by the following vote:

AYES: 
NOES: 
ABSTAIN: 
ABSENT: 

William E. Denton, President

ATTEST: 

APPROVED AS TO FORM:

Kenneth A. Ruzich, General Manager 

James M. Day, Jr., WSAFCA Attorney
OBJECTIVE
The objective of the report is to request the West Sacramento Area Flood Control Agency (WSAFCA) consider approving a contract award to SCS Engineers for environmental site assessment services.

RECOMMENDED ACTION
Staff respectfully recommends that the WSAFCA Board:
1. approve a contract award for environmental assessment services to SCS Engineers for $250,000;
2. authorize the General Manager or his designee to take any and all actions reasonably necessary to complete the work described in the Contract, including the approval of minor Contract amendments that, in the opinion of the General Manager, will not materially alter the purpose of the Contract nor increase the total compensation due under the Contract by more than 10% ($25,000.00);
3. authorize the General Manager to adjust budget line items by up to 20% between budgeted activities.

BACKGROUND
At the March 8th WSAFCA meeting the Agency Board identified Preliminary Design Alternative 2 as the preferred levee design alternative for the Sacramento River Southport Early Implementation Project (SRSEIP). The Board identified this design alternative following a two year process that included levee evaluation and screening; a succession of progressive levee design plans that evaluated the feasibility of setback, strengthen in place, and adjacent levees; and culminated in advancing five of seven segments of the Preliminary Design Alternative 2 to 65% project construction drawings and directed the design team to conduct additional evaluations of the two outstanding segments and develop cost estimates and related documents.

Concurrent with the design process staff has structured a real estate/right of way team to carry out the various real estate and utility relocation functions anticipated for the proposed project. One of the first priorities is to identify if there are any known or potentially contaminated sites within the project footprint that could be harmful for levee construction workers or which could affect the proposed project. Staff released a Request for Proposals for environmental assessment services on February 10, 2012. The Environmental Assessment Services RFP scope of work includes: a corridor study of the proposed levee alternative to screen out properties that are unlikely to reveal hazardous substances that could affect the proposed project and identify and prioritize locations where further evaluation may be necessary; Phase I assessments for the purpose of property acquisition; Phase II assessments for properties and areas requiring soil and/or water sampling and analysis; and Risk Assessment and Cleanup Planning services, in case there are locations with hazardous substances that are elevated beyond state and/or federal screening limits.

The Environmental Assessment Services RFP was sent to four consulting firms, including three firms with a local presence and one firm that had conducted environmental assessment services for SAFCA, and posted to the City’s website. Although the website received 24 inquiries from potential environmental consulting firms,
13 proposals were received and reviewed. Staff organized a review team comprised of WSAFCA staff and a Professional Geologist from HDR, the design consultant. The review team rated the 13 proposals based on the following criteria: responsiveness to the RFP; budget, budget narrative and project timeline; project approach; experience and staff qualifications. Additionally, the RFP specified that the firm should identify cost reductions through their project approach or reduced indirect costs. The review team rated the proposals and the four top rated firms, based on the above criteria, were invited to an interview. WSAFCA staff conducted interviews with the four highest rated firms on March 21\textsuperscript{th} and discussed the review process and the staff recommendation with the Flood Protection Manager on March 22\textsuperscript{nd}.

**ANALYSIS**
WSAFCA staff is recommending SCS Engineers be awarded the contract to provide environmental site assessment services for the Sacramento River Southport Early Implementation Project (SRSEIP). SCS Engineers was the highest rated environmental consultant in the initial review phase. Staff believes SCS Engineers has the requisite experience and staff resources needed for evaluating the portions of affected parcels by the proposed levee improvement and will be instrumental in assisting WSAFCA with minimizing, reducing or removing potential environmental contaminants that could affect construction worker safety or future residents after the levee improvements are complete.

SCS Engineers submitted a proposal that addressed the RFP scope of work and related requirements. SCS proposed a technical and management approach for each RFP scope of work component. SCS initiated a database search for potentially contaminated properties and included the output in its initial application. SCS has also set up a web-based project management site that will serve as a repository for project documents, track progress of essential work products and milestones, and will allow for other WSAFCA staff and consultant team members access, which will facilitate work integration as the SRSEIP design plans are progressing.

SCS Engineers maintains a local office in West Sacramento and has a current contract with the City of West Sacramento to perform environmental assessment services through an US EPA cooperative agreement. SCS presented a number of cost efficiency approaches in response to the environmental services RFP. For example: SCS has Master Services Agreements with California Laboratories and has achieved substantial savings for laboratory analytical work, (although SCS has agreed to contact local labs to see if they can offer competitive service rates); SCS will reduce its standard markup for outside services by 5%; and, SCS will seek out bids from local drilling contractors if borings are required for Phase II assessments.

**Contract Budget**
The proposed SCS contract includes a scope of work that is consistent with the environmental assessment services RFP and their budget to perform the initial corridor assessment, complete Phase I assessments in accordance with the Federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and conduct limited Phase II assessment work where potential contaminants may affect the proposed SRSEIP project. Generally Phase I reports cost approximately three to nine thousand dollars but through SCS Engineer’s approach, WSAFCA will approve the initial document research for $9,000 and staff is budgeting 50 Phase I reports at $1,250 each for a line item of $62,500. Phase II assessment services are being budgeted at $80,000 and will be approved on a site or area basis as pertinent environmental concerns are identified. Phase II assessment services will include mandatory Health and Safety Plans and will follow strict protocols for discrete and necessary investigations for the levee construction project to proceed. SCS will also provide ongoing project management services, which is being budgeted at $50,000 for the first year. Staff is not including budget line items for risk assessment or cleanup planning as part of this proposed contract. SCS has scoped these work activities as follows: basic Risk Assessment- $5,000 to $7,000 per incidence; complex risk assessment - $15,000 to $20,000 per site; cleanup planning - $12,000 per site.

Additionally, staff is including a budget and scope of work for environmental assessment services for properties in the Rivers and I Street EIPs. Staff is actively working on property acquisition in both of those projects and to prepare them for conveyance to the Department of Water Resources and ultimately to the Sacramento/San
Joaquin Drainage District, current Phase I assessments are needed for WSAFCA to attain landowner liability protections under federal law.

Alternatives

1. Approve a contract award for SCS Engineers for environmental assessment services for $250,000; authorize the General Manager to approve a contingency for up to $25,000 and to redirect up to 20% of a budgeted line item for another environmental assessment activity.

2. Approve a Contract award for SCS Engineers for environmental assessment services for $250,000 and authorize the General Manager to approve a contingency for up to $25,000.

3. Not approve staff's recommendation to award a contract to SCS Engineers. This alternative is not recommended because of the need to complete the corridor assessment in a timely fashion to provide the EIR/EIS consultant with information on Public Health and Environmental Hazardous and the design team with information on potential contaminants that may affect construction or construction workers.

Coordination and Review
This report was coordinated with WSAFCA and legal counsel for WSAFCA.

Budget/Cost Impact
The environmental services contract with SCS Engineering, Inc. in the amount of $250,000 will be funded by a combination of property flood assessment revenue, 2011 bond proceeds, and the State of California. WSAFCA successfully entered into a Design Funding Agreement with the State in October, 2009 and an amendment to that funding agreement was approved in January 2012. Initially the State will fund 50% of the design costs and will "true up" these costs once a cost share percentage has been established for the Sacramento River Southport Early Implementation Project and formalized into a Construction Funding Agreement.

ATTACHMENT
Attachment 1: Contract for Environmental Services
CONTRACT FOR SERVICES

THIS CONTRACT is made on April 12, 2012, by and between the WEST SACRAMENTO AREA FLOOD CONTROL AGENCY ("WSAFCA"), and SCS Engineers ("Consultant").

WITNESSETH:

WHEREAS, WSAFCA desires Environmental Assessment and Consulting Services for the Sacramento River Southport Early Implementation Project (SRSEIP);

WHEREAS, the Consultant has presented a proposal for such services to WSAFCA, dated March 5, 2012, and is duly licensed, qualified, and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:
   A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Work Scope, attached hereto and incorporated herein by this reference as Exhibit “A”. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.
   B. Consultant enters into this Contract as an independent contractor and not as an employee of WSAFCA. The Consultant shall have no power or authority by this Contract to bind WSAFCA in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the WSAFCA. WSAFCA shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.
   C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT:
   A. The services of Consultant are to commence upon execution of this Contract by WSAFCA, and shall be undertaken and completed in accordance with the Budget and Schedule attached hereto and incorporated herein by this reference as Exhibit “B.”
   B. Consultant’s failure to complete work in accordance with the Budget and Schedule may result in delayed compensation as described in Section 3.

3. COMPENSATION:
   A. The Consultant shall be paid monthly for the actual fees, costs and expenses but in no event shall total compensation exceed Two Hundred and Fifty Thousand Dollars ($250,000), without WSAFCA’s prior written approval.
B. Said amount shall be paid upon submittal of a monthly billings showing completion of the tasks. Consultant shall furnish WSAFCA with invoices for all expenses as well as for all materials authorized by this Contract. If Consultant’s performance is not in conformity with Exhibit B, payments may be delayed or denied, unless the Consultant’s failure to perform in conformity with the Schedule is a documented result of WSAFCA’s failure to conform to the Schedule, or if the Schedule is extended pursuant to Section 5.

C. If the work is halted at the request of WSAFCA, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:
A. WSAFCA may terminate or temporarily suspend this Contract, at no additional cost to WSAFCA, provided that the Consultant is given written notice of termination or temporary suspension. If WSAFCA gives such notice of termination or temporary suspension, Consultant shall immediately suspend its activities under this Contract.

B. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to WSAFCA for damages sustained by WSAFCA by virtue of any breach of this Contract by Consultant, and WSAFCA may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due WSAFCA from Consultant is determined.

C. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4B. Upon termination, WSAFCA shall be entitled to all work, including but not limited to, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:
   Amendments, changes or modifications in the terms of this Contract shall be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto. Amendments, changes or modifications not in writing and signed by the parties hereto, shall be unenforceable.

6. EXTENSIONS OF TIME:
   Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the WSAFCA in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF WSAFCA:
   A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the WSAFCA, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the WSAFCA shall be entitled to, and the Consultant shall deliver to WSAFCA, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant’s privileged information, as defined by law, or Consultant’s personnel information, along with all other property belonging exclusively to the WSAFCA which is in the Consultant’s possession.

   B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the “Work”) to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights
therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of WSAFCA.

8. **COMPLIANCE WITH LOCAL LAW:**
   Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

9. **WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**
   A. Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit “A” in a manner which is consistent with the generally accepted standards of Consultant’s profession.
   B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.
   C. Consultant shall designate a project manager who at all times shall represent the Consultant before WSAFCA on all matters relating to this Contract. The project manager shall continue in such capacity with WSAFCA unless and until he or she is removed at the request of the WSAFCA, is no longer employed by Consultant, or is replaced with the written approval of the WSAFCA, which approval shall not be unreasonably withheld.

10. **SUBCONTRACTING:**
    None of the services covered by this Contract shall be subcontracted without the prior written consent of WSAFCA, which will not be unreasonably withheld. Consultant shall be as fully responsible to WSAFCA for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. **ASSIGNABILITY:**
    Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the WSAFCA which will not be unreasonably withheld. However, claims for money due or to become due Consultant from WSAFCA under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to WSAFCA.

12. **INTEREST IN CONTRACT:**
    Consultant covenants that neither it, nor any of its employees, agents, contractors, and subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by WSAFCA’s conflict of interest code in accordance with the category designated by WSAFCA, unless the WSAFCA Manager determines in writing that Consultant’s duties are more limited in scope than is warranted by the category designated by the WSAFCA code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the WSAFCA conflict of interest code if, at any time after the execution of this Contract, WSAFCA determines and notifies Consultant in writing that Consultant’s duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the WSAFCA.
13. MATERIALS CONFIDENTIAL:
   All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of WSAFCA, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:
   Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant’s profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. WSAFCA shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:
   Consultant shall indemnify, defend, and hold harmless WSAFCA, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys’ fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant except such loss or damage which was caused by the sole negligence, or willful misconduct of WSAFCA. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:
   A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of WSAFCA as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best’s rating of no less than A:VII.
   B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish WSAFCA with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements may be on forms provided by WSAFCA. As an alternative to WSAFCA’s forms, the Consultant’s insurer may, subject to the approval of WSAFCA, provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. The Consultant agrees to furnish one copy of each required policy to WSAFCA, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by WSAFCA shall not relieve or decrease any liability of Consultant.
   C. In the case of the professional liability insurance required by this Section, the Consultant’s insurer must provide a complete, certified copy of the policy.
   D. In addition to any other remedy WSAFCA may have, if Consultant fails to maintain the insurance coverage as required in this Section, WSAFCA may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and WSAFCA may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.
   E. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to WSAFCA.
F. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, WSAFCA.

G. Aggregate Limits/Impairment

If any of the above-required insurance coverages contain annual aggregate limits, Consultant must give WSAFCA notice of any pending claim or lawsuit which may diminish the aggregate. Consultant must take steps to restore the impaired aggregates or provide replacement insurance protection. WSAFCA has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect WSAFCA’s protection are allowed without WSAFCA’s prior written consent.

H. The requirement as to types, limits, and WSAFCA’s approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

I. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to WSAFCA. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by WSAFCA as a material breach of this Contract.

J. Worker’s Compensation and Employer’s Liability Insurance.

1. Worker’s Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker’s Compensation and Employer’s Liability Acts, including Longshoremen’s and Harbor Worker’s Act (“Acts”), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

2. The insurer shall agree to waive all rights of subrogation against WSAFCA for losses arising from work performed by the Consultant.

K. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than $1,000,000.00 per occurrence.

The comprehensive general liability insurance and the automobile liability insurance coverages shall also include, or be endorsed to include, the following:

1. Provision or endorsement naming WSAFCA and each of its officers, employees, and agents, as additional insured in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to WSAFCA, its officers, officials, employees or volunteers.

2. Provision or endorsement stating that for any claims related to this project, the Consultant’s insurance coverage shall be primary insurance as respects WSAFCA, its officers, officials, employees and volunteers to the extent WSAFCA is an additional insured. Any insurance or self-insurance maintained by WSAFCA, its officers, officials, employees or volunteers shall be in excess of the Consultant’s insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.
3. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the WSAFCA, its officers, officials, employees, or volunteers.

4. Provision or endorsement stating that the Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the Contract, including, without limitation, that set forth in Section 15, Indemnity and Litigation Costs.

L. Professional Liability.
The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than $1,000,000 per claim.

17. MISCELLANEOUS PROVISIONS:
A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by WSAFCA and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

WSAFCA: WSAFCA 1110 West Capitol Avenue, West Sacramento, California 95691

Consultant: SCS Engineers 852 Northport Drive, #5 West Sacramento, California 95691
F. This Contract shall be interpreted and governed by the laws of the State of California.

G. This Contract is entered into in the County of Yolo, California. The place of performance of the services described in this Contract is entirely within the County of Yolo, California. Any action arising out of this Contract shall be brought in the County of Yolo, California.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney’s fees and all costs regardless of whether one party is determined to be the prevailing party.

West Sacramento Area Flood Control Agency

By: __________________________

WSAFCA

President

ATTEST:

By: __________________________

WSAFCA Manager

APPROVED AS TO FORM:

By: __________________________

WSAFCA Attorney

SCS Engineers

By: __________________________

Dan Johnson

Vice President
EXHIBIT A

SCOPE OF WORK

The following scope of work shall be implemented by SCS Engineers (SCS) to provide Environmental Site Assessment Services (ESAs) for the Sacramento River Southport Early Implementation Project (SRSEIP). To facilitate the consultant’s performance of this work WSAFCA will furnish necessary rights of entry on public and private property.

TASK 1 - AREA-WIDE/CORRIDOR ASSESSMENT

SCS will conduct an area-wide/corridor assessment for the entire 6-mile, SRSEIP and selected borrow pit areas. The objective of the area-wide assessment is to collect sufficient information to make recommendations for additional work (Phase II ESAs), and to be efficiently incorporated into All Appropriate Inquiry (AAI)-compliant Phase I ESAs at a later date (during property acquisition).

SCS will review readily available regulatory agency records which may include records from the California Regional Water Quality Control Board (RWQCB), the Department of Toxic Substances Control (DTSC), CalRecycle, the Yolo County Department of Environmental Health Services (), Cal-EPA, U.S. EPA, and the local fire department. Regulatory agency files will be reviewed for project area facilities and facilities interpreted to have possibly impacted the project area.

SCS will research historical land uses and possible historical sources of hazardous materials/wastes. The following historical documents are available for the project area and will be reviewed:

- USGS topographic maps
- City directories
- Aerial photographs
- Building department permits

SCS will also review site topography, geology, hydrogeology, soils, and water quality for the project area as well as domestic and irrigation well records and reports and maps made available by WSAFCA.

SCS will provide the results of the regulatory agency record review, historical land uses and possible historical sources of hazardous materials and other public records or relevant hazardous material information from WSAFCA to the SRSEIP EIR/EIR consultant.

The research conducted for the area-wide assessment will be consistent with the regulatory records and historical research requirements for AAI-compliant Phase I ESAs, and will be used for the Phase I ESAs to be conducted in subsequent project phases, and to develop scopes of work for the Phase II ESAs.

SCS will compile the area-wide assessment data for inclusion into an ArcView-based GIS. This information will eventually be incorporated into the existing GIS used by the WSAFCA. This will
enable the results of the area-wide assessment to be available to the WSAFCA and design team members in a readily searchable and editable format that can be used in conjunction with existing plans and other design documents and GIS products. SCS will develop layers specific to the findings of the area-wide assessment and will provide these layers to WSAFCA in ArcView shape files or similar formats.

**TASK 2 - PHASE I ENVIRONMENTAL SITE ASSESSMENTS**

Prior to property acquisitions, SCS will complete Phase I ESAs in accordance with the federal AAI guidelines, and ASTM Standards E1547-05 and E2247 – 08. The Phase I ESAs will be conducted to assess the likelihood that recognized environmental conditions (RECs) are present at a site from the current or historical site land use, or from a known and reported off-site source. Tasks required for completing AAI-Phase I ESAs include site and site vicinity reconnaissance and interviews; regulatory agency records reviews; historical land uses and aerial photograph review; site topography, geology, hydrogeology, and soils review, and water quality survey; additional requirements to qualify for Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability protections;¹ data evaluation and figure preparation; and report preparation.

SCS will complete most of the required research for the All Appropriate Inquiry Phase I assessments as part of the area-wide assessment task; some Phase I activities will be delayed until later in the project. All required record searches will be completed at the time of the area-wide assessment. SCS will update these record searches, as necessary, if the one year time limit expires before the Phase I ESAs are finalized, prior to property acquisition. SCS will complete site reconnaissance and interviews with present/past owners/tenants within 180 days of the assumed property acquisition date, or at the direction of WSAFCA.

**TASK 3 - PHASE II ENVIRONMENTAL SITE ASSESSMENTS**

Prior to initiation of site-specific Phase II ESAs, SCS will prepare a Phase II Master Work Plan for the project which will articulate investigation methods, sampling protocols, analyses, and quality assurance/quality control (QA/QC) procedures likely to be required for this project based on known land uses and suspected environmental impacts that may exist. As part of the Master Work Plan development, SCS will also develop a project Health and Safety Plan (HSP) that will assess potential work activity risks anticipated for Phase II ESAs, and discuss required safety measures to eliminate or manage the risks. The Phase II Master Work Plan and HSP will then be adapted to site specific Phase II ESA work plans, as appropriate.

For each site or group of sites identified as requiring Phase II ESAs, SCS will prepare the site-specific work plan/HSP to address the Phase II approach, including data quality objectives, sampling

¹ From the Small Business Liability Relief and Brownfields Revitalization Act of 2002, 40 CFR Part 312. Requires that the use provide the following information to the Environmental Professional: environmental cleanup liens filed or recorded against the site; activity and land use limitations that are in place on the site or that have been filed or recorded in a registry; specialized knowledge or experience of the person seeking to qualify to CERCLA liability protections; relationship of the purchase price to the fair market value of the property as if were not contaminated; commonly known or reasonably ascertainable information about the property; the degree of obviousness of the presence of contamination at the property, and the ability to detect the contamination by appropriate investigation. Failure to provide this information could result in a determination that AAI is incomplete.
locations, analytical requirements, and other site-specific investigation requirements. The site-specific plans will include the estimated schedule and cost to implement the Phase II. SCS will provide the work plans to WSAFCA for approval.

Upon approval to proceed with each site-specific Phase II ESA, SCS will coordinate with WSAFCA staff to obtain or confirm site access permission. SCS will arrange for underground utility clearance services and obtain required permits. SCS will schedule required subcontractors such as, drilling contractors, equipment operators, laboratory analysis services, well video services, or geophysical services to perform the Phase II ESA in accordance with the approved work plan. Field operations will be documented by SCS staff through use of daily activity logs, work-specific logs, and photographs.

SCS will prepare a summary report that describes the activities accomplished, results obtained, conclusions, and recommendations at the completion of each Phase II ESA. The recommendations shall specifically address, as appropriate, the need for additional investigations, or the need to complete risk assessments and/or clean-up planning for the site. The report will also include figures showing sampling locations and summary tables of analytical data. Associated laboratory reports will be reproduced in electronic form (CD-ROM) in the report appendices.

**TASK 4 - RISK ASSESSMENTS**

The objective of this task is to complete risk assessments for those properties, identified during previous tasks, which will require evaluation of existing impacts in order to formulate clean-up plans, including the no-action alternative.

SCS will prepare a Master Work Plan for risk assessment and cleanup planning which will include applicable or relevant and appropriate requirements (ARARs), anticipated cleanup goals, and presumptive project remedies. The Master Work Plan for risk assessment and cleanup planning will serve as the basis for site-specific risk assessments and clean-up plans.

For each property or groups of property that will require a risk assessment, SCS will prepare a site-specific risk assessment work plan for approval by WSAFCA. The site-specific work plans will include a description of known impacts identified to date, a description of the risk assessment approach for the site, the estimated schedule to complete the risk assessment, and the estimated cost.

Once a site-specific risk assessment work plan is approved by WSAFCA, SCS will proceed with the risk assessment, which will generally include the following activities:

- Identification of contaminants released into the environment (i.e., Contaminants of Potential Concern or COPCs).

- Quantification of representative contaminant concentrations and release rates using statistical and other methods (i.e., Representative Concentrations or RCs).

- Determination of contaminant concentrations in soil, water, and/or air using direct sampling and/or computerized environmental fate and dispersion models and calculation of Exposure Point Concentrations (EPCs) (i.e., Exposure Assessment).
• Identification and characterization of potentially exposed human populations, including particularly sensitive populations such as hospital patients, or school children (i.e., Identification of Receptors).

• Identification of likely pathways of human contaminant exposure (e.g., drinking water, inhalation of outdoor air, inhalation of indoor air [vapor intrusion], dermal contact with soil, etc.) and an assessment of the “completeness” of the pathway (i.e., will exposure actually occur).

• Estimation of average daily contaminant exposure levels (referred to as Chronic Daily Intakes or CDIs) received via each exposure pathway identified above.

• Compilation and selection of toxicity values and risk factors for the COPCs (i.e., Toxicity Assessment).

• Interpretation of the health significance of the exposure levels, including providing cancer risk estimates and assessing the potential for other, non-cancer adverse health effects. In virtually all states, a cumulative cancer risk of less than 1E-06 (million) indicates a negligible cancer risk and a Hazard Index value of 1.0 or less indicates no significant likelihood of adverse non-cancer health effects i.e., Risk Characterization).

SCS will prepare a site-specific risk assessment summary report that will describe the activities completed and results obtained. SCS will define the cleanup levels that need to be achieved, based on the contaminants, concentrations, future land use, pathways of exposure, and health risk characterization.

**TASK 5 - CLEANUP PLANNING**

The objective of the clean-up planning task is to produce site-specific plans for parcels, or groups of parcels, that may require remediation in order to implement the levee project.

SCS will prepare site-specific work plans for cleanup planning using the Master Work Plan for risk assessment and cleanup planning and results from prior tasks. SCS will complete a site specific cleanup plan summarizing known impacts and risks, the activities to be completed for the cleanup planning, a schedule for completion of the cleanup planning task, and the estimated cost. The site specific cleanup work plans will be submitted to WSAFCA for approval.

Once a site specific cleanup work plan has been approved by WSAFCA, SCS will proceed with the following activities:

• Identify remedial alternatives that may be applicable to the given site and known impacts;

• Screen alternatives to determine the most appropriate options based on factors including effectiveness, timeliness, and cost;
• Select the most appropriate remedial alternative;

• Prepare preliminary plans and specifications, and preliminary cost estimates, for implementation of the selected alternative.

For each parcel or group of parcels requiring cleanup planning, SCS will prepare a Corrective Action Plan to include a summary of the activities completed, results, conclusions and recommendations.

**TASK 6 – PROJECT MANAGEMENT**

SCS will complete the following activities related to project management:

• Attend one project kick-off meeting with WSAFCA and other project team members;

• Attend monthly progress meetings with WSAFCA and other project team members;

• Shall maintain the Central Desktop workspace and general project management not directly attributable to Scope of Work Tasks
## EXHIBIT B

### BUDGET AND TIMELINE

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<th>Environmental Service Tasks</th>
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*TBD - To Be Determined  

**Contingency not included in total contact amount.
MEETING DATE: April 12, 2012

SUBJECT:
APPROVAL OF CONTRACT AMENDMENT NO. 2 WITH KSN, INC. FOR THE RIGHT OF WAY ENGINEERING CONTRACT SUPPORTING THE WEST SACRAMENTO LEVEE IMPROVEMENT PROGRAM

INITIATED OR REQUESTED BY: [ ] JPA Board [ ] Staff [ ] Other

REPORT COORDINATED OR PREPARED BY: Michael W. Bessette, Flood Protection Manager

ATTACHMENT [X] Yes [ ] No [ ] INFORMATION [ ] DIRECTION [X] ACTION

OBJECTIVE
To approve Contract Amendment No. 2 with KSN, Inc. for the Right of Way Engineering Contract supporting the West Sacramento Levee Improvement Program.

RECOMMENDED ACTION
It is respectfully recommended that the JPA Board:

1. Approve Contract Amendment No. 2 in the amount of $15,000 with KSN, Inc. for the Right of Way Engineering Contract supporting the West Sacramento Levee Improvement Program; and

2. Authorize the General Manager or his designee to take any and all actions reasonably necessary to complete the work described in the Contract amendment, including the approval of minor Contract amendments that, in the opinion of the General Manager, will not materially alter the purpose of the Contract amendment nor increase the total compensation due under the Contract amendment by more than 10% ($1,500).

BACKGROUND
The West Sacramento Area Flood Control Agency (WSAFCA) and KSN, Inc. entered into a contract on May 13, 2010 for Right of Way Engineering Services to support two Early Implementation Projects (EIP), the CHP Academy/Sacramento Bypass and Rivers projects. This professional services contract was established to provide the required right of way engineering work such as mapping of property lines, parcel descriptions for permanent and temporary easements, and right of way staking.

ANALYSIS
During the course of executing the scope of the contract several additional surveying and mapping services were identified as needing to be completed in order to fulfill the required documents necessary for the projects. These items of work were outside of the original scope of the contract and included: 1) the preparation of additional parcel geometry descriptions for flood easements at the Rivers Site, 2) preparation of mitigation easements at the Rivers Site, and 3) preparation of a recreation easement at the Rivers Site.

Alternatives
Staff recommends that the JPA Board approve Contract Amendment No. 2 with KSN, Inc. for the Right of Way Engineering contract. The Board may elect not to approve the contract modifications at this time and/or may elect to rescope the proposed services. However, without the services defined in this proposed contract amendment the project schedule will be impacted.

Budget/Cost Impact
The contract amendment No. 2 with KSN, Inc. in the amount of $15,000 will be funded by a combination of property flood assessment revenue, bond proceeds, and the State of California. WSAFCA entered into a Construction Funding Agreement with the State in 2011. These proposed right of way engineering cost modifications are included within the Construction Funding Agreement.
ATTACHMENT
Contract Amendment No. 2 with KSN, Inc.
AMENDMENT NO. 2

to the

CONTRACT FOR SERVICES

between the

WEST SACRAMENTO AREA FLOOD CONTROL AGENCY

and

KSN, INC.

Dated May 13, 2010

This Amendment No. 2 to the Contract for Services between the West Sacramento Area Flood Control Agency (WSAFCA) and KSN, Inc. (Consultant), dated May 13, 2010, is made and entered into this 12th day of April, 2012. Except as expressly amended herein, the May 13, 2010 Contract for Services is in full force and effect.

RECITALS

WHEREAS, the WSAFCA and KSN, Inc. executed an Agreement for Right of Way Engineering Services, and

WHEREAS, this professional services contract was established to provide the required right of way engineering work such as mapping of property lines, parcel descriptions for permanent and temporary easements, and right of way staking for the CHP Academy and Rivers Early Implementation Levee Improvement projects, and

WHEREAS, during the course of executing the scope of the contract several additional surveying and mapping services were identified as needing to be completed in order to fulfill the required documents necessary for the projects, and

WHEREAS, these additional items of work were outside of the original scope of the contract, and

WHEREAS, the Consultant has provided the WSAFCA with a Revised Scope of Work dated April 2, 2012 to reflect the changes in Scope of Work required, and

WHEREAS, the WSAFCA and Consultant desire to amend said contract.

NOW, THEREFORE, IT IS MUTUALLY AGREED by parties hereto to amend said agreement as follows:

I. SCOPE OF SERVICES:
The scope of services as set forth in the Contract for Services dated May 13, 2010, shall be revised to reflect the following:

Include the additional services identified in Exhibit "A", "West Sacramento Area Flood Control Agency, Early Implementation Projects, Additional Surveying and Mapping Services" dated April 2, 2012, and attached hereto.
II. **COMPENSATION:**
The compensation as set forth in the Contract for Services dated May 13, 2010, shall be revised to include the following:

The Consultant shall be paid for the actual fees, costs, and expenses for all time and materials required and expended for the additional services as set forth in Exhibit "A" of this Amendment No. 2. Payment for said additional services shall be based on the Work Plan dated April 2, 2012, provided by Consultant (attached hereto and incorporated herein as Exhibit 'A'), but in no event shall total compensation for said additional services exceed Fifteen Thousand Dollars ($15,000), without WSAFCA's prior written approval.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as the date herein set forth.

**WEST SACRAMENTO AREA FLOOD CONTROL AGENCY**

By: ____________________________________________  
William E. Denton, President

**KSN, INC.**

By: ____________________________________________  
Christopher H. Neudeck

**APPROVED AS TO FORM**

By: ____________________________________________  
James Day, Jr., WSAFCA Attorney

**ATTEST:**

By: ____________________________________________  
Kenneth A. Ruzich, General Manager
Flood Protection Progress Report
March 30, 2012

FINANCE

Bond Requisitions- Staff has submitted the fourth bond requisition for submittal to the Trustee. The Requisition does not change the Agency’s overall financial position but moves funds from accounts administered by the Trustee into the Agency’s cash account.

PROJECTS

2011 EIP the Rivers Phase 1 Site – The CM team is working with the DWR to repair an erosion site adjacent to the new River Lookout. The erosion was occurring in this area before the EIP, but has been accelerated as a result of the new drainage pattern created by the project. The CM team is reviewing record drawings and has begun compiling the data required for the Construction Documentation Report. It is anticipated that the Notice of Completion will be issued to the contractor in mid April. The real estate acquisition process to acquire permanent real estate rights is ongoing. The CVFPB issued final approval of an encroachment permit for the compensatory riparian planting project that will follow the levee improvements during its meeting on March 23rd. Staff will prepare the Stormwater Pollution Prevention Plan in parallel with the design team’s completion of drawings, specifications and cost estimates for construction bid solicitation. Staff is also evaluating project cost allocation to the River Walk Trail/Bridge District Levee Access Road project in support of a fund transfer from the city to WSAFCA.

2011 EIP the CHP Academy Site – The CM team is reviewing record drawings and has begun compiling the data required for the Construction Documentation Report. The contractor has submitted all costs associated with Field Change Directives and the CM Team is processing for incorporation into a change order. It is anticipated that the Notice of Completion will be issued to the contractor in mid April depending upon successful claim negotiations. Staff continues to review contractor claims and will be negotiating those claims this month. ICF is preparing the final design for compensatory tree planting along the CHP Academy north boundary in response to city and CHP comments on the draft design. Staff is awaiting ICF’s proposed scope of work for monitoring the GGS habitat restoration at CHP Academy project site, The Rivers riparian habitat mitigation project, and the CHP Academy tree replacement.

2013 EIP Project – Sacramento River – Southport Early Implementation Project – Administrative comments on the second administrative draft EIS/R are due on April 2nd. Staff has been engaged in follow up meetings requested by citizens and developers, including a meeting with representatives of the Paik family (Liberty subdivision) on March 21st. Geotechnical evaluations and design comments have been received from consultants to the Paik family and will be evaluated as part of 65% design. Staff has invited similar input from consultants to property owners in Segment B. Staff will meet with representatives of the Sun M, owner of the River Park subdivision property, on March 30th.

Staff has received as-built utility information from both PG&E and AT&T, and has been in contact with the cell phone tower owner at Linden and South River Road. The next wave of interdisciplinary field investigations is ramping up. While permission for entry has been granted by most of the property owners within the project area, staff is consulting with legal advisors on right-of-entry documents and procedures to close gaps in field access. Staff will be asking the WSAFCA Board in April to delegate signatory authority to the WSAFCA General Manager to approve right-of-entry agreements.
Staff interviewed four Environmental Assessment Service consultants on March 21st and will be making a recommendation for an environmental consultant to join the Real Estate/Right of Way team at the April WSAFCA Board meeting. Staff will also bring forward a resolution to adopt relocation guidelines in accordance with State and federal laws. An RFP for surveying services for the Real Estate/Right of Way team was released on March 23rd. Proposals are due April 10 and staff plans on making a recommendation to the Board for surveying services in May. Staff will be drafting a Request for Qualification for appraisal, negotiation and relocation services in the near future.

Technical discipline, integrated team and executive coordination meetings are conducted each week to keep the project moving forward. One topic of immediate effort is evaluation of local sources of borrow material for levee and seepage berm construction. Consideration of borrow sources is now a primary critical path item due to the large volume of material needed, high costs/impacts of transporting materials via roadways, potential to impact land development and uses, complexities of synchronizing harvest and delivery of materials with construction phasing, and limited availability of sites that can provide materials suitable for project construction. Staff continues to experience requests for information from the public. Responses include numerous calls and meetings with individuals, materials crafted for print media, City Councilmember and County Supervisor briefings.

**State EIP Funding Agreements** – Staff and consultant team are coordinating with the State on another reimbursement payment under the Design Funding Agreement. The State approved the Design Funding Agreement amendment with WSAFCA which extends the contract by two years with a new termination date of September 30, 2013. The amendment also increases the maximum amount payable by $14.3M (from $4.9M to $19.2M). The amendment is a result of achieving an unprecedented state cost share of 90% for the 3 completed EIP’s in the north half of West Sacramento, and by substantially increasing the scope of the Southport Sacramento River EIP.

**USACE General Reevaluation Report** – The Feasibility Scoping Meeting was held on March 1st and had a successful outcome. Some minor modifications to the conference report will be made and positive direction for the study was provided. The Corps’ HQ recently released a memo to all Corps District offices that describes a new protocol for Feasibility Studies. The new approach is intended to streamline the process, capping the duration to three years, capping the cost to $3 million, and requiring the study report to fit into a 3” three-ring binder (what is now called the 3x3x3 rule). Staff is coordinating closely with the Corps to incorporate these new guidelines in an attempt to streamline and expedite the GRR. On March 29th staff met with the Sacramento District team that is preparing the GRR to discuss next steps and offer in-kind services support to expedite the study. The District GRR team is evaluating scope adjustments to realign the study with the new feasibility study directive, while continuing work on “no-regrets” components of the study.

**Sac Bank Setback Levee Project** – River Mile 57.2 and 57.0: The project is currently in winter suspension. USACE has indicated work may resume earlier than April 15th, the levee construction season’s traditional start date. South River Road will remain closed throughout the duration of the project. USACE has stated that the project will be completed in fall 2012.

**PUBLIC RELATIONS**

Crocker & Crocker (formerly LucyCo Communications) have been working closely with City staff to create strategies, agendas for public meetings, outreach materials for all active projects (construction and design) and numerous media contacts and content releases. Staff is coordinating a time-lapsed video of the CHP Academy EIP construction with the Mayor’s office.
FLOOD INSURANCE

Community Rating System (CRS) – Staff received notice from the ISO representative that the City’s re-certification package has been reviewed. The City remains a Class 8 CRS community.

FLOOD PLAIN ADMINISTRATION

Floodplain Management Ordinance with Levee Protection Area – A public workshop was held at the City Council’s March 21 meeting. The Council informed staff of their significant concerns about the proposed revisions and staff’s public outreach effort. Staff has listed all the comments from the public workshop in a table and sent the table to the City Manager, City Attorney, and the Community Development Department for their review & response. Staff intends to gather responses to the comments, modify the proposed revisions, and continue with the process to adopt the updated Ordinance. The public hearing and first reading, scheduled for April 4, has been postponed.

California Indian Heritage Center – The project is moving forward at the State level. Staff will continue to coordinate with State Parks so that the project will integrate with West Sacramento’s flood protection program.

Liberty – Coordination and information sharing between staff and the property owner’s subdivision consultant is continuing. Representatives of the property owner met with staff on March 21st to discuss developer input on the next phase of Southport EIP design. The final comment package will be distributed to the Southport EIP team tomorrow.

EMERGENCY PREPAREDNESS

Flood Response Coordination – USACE has completed Phase I of their regional flood response plan, the Delta Levee Emergency Response Plan. The plan provides a regional inventory of flood-fighting resources, maps, and agency contacts, as well as known areas of concern such as critical facilities and locations of historic levee seepage. Staff expects to receive a copy of the plan for review & reference this month.

Emergency Preparation/Flood Season Coordination – The Flood Protection Manager participated in a citywide Emergency Operations desktop exercise on March 27th at Fire Station 45. The emergency event used in the exercise was a levee break resulting in citywide flooding.

COORDINATION WITH OTHER ACTIVITIES

Central Valley Flood Management Planning Program – The Public Draft 2012 Central Valley Flood Protection Plan is now available on the DWR website. A link to the document has also been placed on the WSAFCA web page. The plan was presented to the Central Valley Flood Protection Board at its meeting on January 27th. The draft recommends a statewide investment approach for improving public safety, ecosystem conditions and economic sustainability, while recognizing the financial challenges being faced by government agencies. Also available on the DWR website is the December 2011 Flood Control System Status Report. Staff is monitoring Board consideration of the draft plan, attended the public Board meeting on March 22nd and plans to attend Board meetings on April 5th (Sacramento) and April 11th (Woodland).

DWR has asked program staff to verify information previously gathered from WSAFCA for the Statewide Flood Management Planning Program (SFMP), and provide more information with refined detail.
FEMA Remapping – Just before the holidays FEMA issued a draft “Analysis and Mapping Procedures for Non-Accredited Levees” for public review. FEMA held several ‘webinars’ to present the new approach for modeling floodplains and has requested comments by the end of January. Staff and the consultant team have reviewed the draft and provided comments back to FEMA by the required timeframe. Generally FEMA’s new approach will benefit the City.

Yolo County Natural Heritage Program – Staff continues to monitor preparation of the Yolo County Habitat Conservation Plan - Natural Communities Conservation Plan. The next meeting of the inter-jurisdictional Technical Advisory Committee has been scheduled for April 23rd. Staff will meet with the Program Executive Director on April 3rd to discuss inclusion of flood protection program work in the list of activities that will be covered by regulatory permits enabled by the Plan.

NEXT WEEK - FUTURE

Key meetings: CVFPB meetings on 4/5 and 4/11; WSAFCA Board meeting on 4/12.