Meeting Agenda

PLACE: Civic Center City Council Chambers
1110 West Capitol Avenue
West Sacramento, CA 95691
DATE: Thursday, May 10, 2012
TIME: 12:00 p.m.

1. Agenda Approval
2. Public Comment on Matters Not on the Agenda
3. Approval of April 12, 2012 Minutes
4. Review Monthly/YTD Revenue & Expenses
5. Consideration of Contract Award to Mark Thomas & Company for Surveying Services to Support Real Estate Acquisition

Comments: Staff is recommending that Mark Thomas and Company be awarded the contract for real estate surveying services. Mark Thomas and Company presented a well written and thoughtful proposal in response the Surveying Services RFP and was the highest rated firm in the proposal evaluation process.

6. Consideration and Identification of a Preferred Design Alternative for Levee Segment “F” for the Sacramento River Southport Early Implementation Project

Comments: The Southport EIP Project Team has completed the supplemental Value Engineering evaluation of Segment F levee alternatives, as directed by the WSAFCA Board in February and March. This agenda item presents the results of the supplemental evaluation and requests Board direction for preparing 65% design of levee improvements.

** 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
7. WSAFCA Project Updates

8. Informational Items

9. Adjourn

I, Kenneth A. Ruzich, Secretary, declare under penalty of perjury that the foregoing agenda for the 5/10/2012 regular meeting of the West Sacramento Area Flood Control Agency was posted 5/4/2012 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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OBJECTIVE
The objective of the report is to request the West Sacramento Area Flood Control Agency (WSAFCA) consider approving a contract award to Mark Thomas & Company for surveying services to support real estate acquisition.

RECOMMENDED ACTION
Staff respectfully recommends that the WSAFCA Board:
1. approve a contract award for surveying services to Mark Thomas and Company for $674,795;
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% ($67,479.00);
3. authorize the General Manager to adjust budget line items by up to 10% 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 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 acquisition and utility relocation functions anticipated for the proposed project. The real estate/right of way team will include WSAFCA staff to coordinate: environmental assessment services, real estate right of way property acquisition and relocation services as well as surveying services in support of those activities. At the April 12, 2012 WSAFCA Board meeting, the Board approved a contract for environmental site assessment services 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 surveying services on March 10, 2012. The surveyor scope of work includes: producing a base map that will provide the foundation for real estate acquisition exhibits, utility relocations and understanding recorded easements and property rights attached to the affected parcels of the SRSEIP; preparation of exhibits for Notice of Decision to Appraise; preparation of utility maps and legal descriptions; developing and completing legal plats and descriptions for property acquisition and conveyance to the Department of Water Resources; and, project management.
The Surveying Services RFP was sent to eleven consulting firms, some of whom have worked for the City of West Sacramento and WSAFCA as well as a few other firms in the region. The RFP was also posted to the City’s website. Ultimately, nine proposals were received by the deadline. Staff organized a review team comprised of WSAFCA and City staff. The review team rated the 9 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 discuss how it would meet DWR guidelines (which were included in the RFP) for legal descriptions for property conveyance purposes. The review team rated the proposals and the four top ranked firms, based on the above criteria, were invited to an interview. An interview team comprised of WSAFCA staff, and HDR manager, (who was previously a surveyor for Yolo County), and the DWR cadastral manager, conducted interviews with the four firms on April 23rd and 25th. After checking references and speaking with the SAFCA Flood Manager, who was identified as a work reference for more than one of the top ranked firms, staff discussed the review process and recommended Mark Thomas & Company for the Surveyor job to the Flood Protection Manager on April 26th.

ANALYSIS
WSAFCA staff is recommending Mark Thomas and Company be awarded the contract to provide surveying services for the Sacramento River Southport Early Implementation Project (SRSEIP). Mark Thomas was one of the highest rated surveying consultants in the initial review phase. Staff believes Mark Thomas & Company has the requisite experience and staff resources needed to complete the base map, prepare the exhibits and legal descriptions for property acquisition and conveyance to the State, and support the real estate/right of way team.

Mark Thomas and Company submitted a well written and thoughtful proposal that addressed the RFP scope of work and related requirements. Mark Thomas and Company presented a novel approach to surveying the waterfront and is committed to working with the various agencies (i.e. State Lands Commission, DWR) and property owners to identify and guide property boundary disagreements. Mark Thomas and Company’s proposal demonstrates their understanding of the project requirements and how the real estate surveying products will be converted to meet the City’s mapping requirements. Mark Thomas and Company will staff this project with three senior project surveyors, one of which will integrate with the real estate/right of way team to respond to and meet the challenges anticipated by this levee improvement project. Mark Thomas and Company committed to purchasing supplies locally for surveying field work and will hire local subcontractors if there is a need for additional talent.

Contract Budget
The proposed surveyor contract includes a scope of work that is consistent with the surveyor services RFP and Mark Thomas and Company’s budget to develop a base map based on document research, field surveys and title reports; prepare map exhibits for Notices of Decision to Appraise and legal descriptions to facilitate property appraisals, negotiation and acquisition; prepare utility map and legal descriptions to facilitate utility relocations along South River Road and establishment of new utility easements; and, prepare plats, exhibits and legal descriptions to accomplish the real estate acquisition and property conveyance to DWR. At the conclusion of the project’s construction, a Record of Survey will be recorded with Yolo County showing new property lines resultant from the proposed project. Additionally, the contract budget includes 200 hours of project management to ensure the timely production of necessary exhibits, coordination between the various functions of the real estate/right of way and design team, and provide real estate and right of way support through December, 2015.

Alternatives
1. Approve a contract award for Mark Thomas and Company for surveying services for $674,795; authorize the General Manager to approve a contingency for up to $67,479 and to redirect up to 10% of a budgeted line item.
2. Approve a Contract award for Mark Thomas and Company for surveying services for $674,795 and authorize the General Manager to approve a contingency for up to $674,795.

3. Not approve staff's recommendation to award a contract to Mark Thomas and Company. This alternative is not recommended because of the need to initiate surveying services as a prerequisite for real estate property appraisal and acquisition for the proposed levee improvement.

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

Budget/Cost Impact
The surveying services contract with Mark Thomas and Company in the amount of $674,795 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 Surveying Services
CONTRACT FOR SERVICES

THIS CONTRACT is made on May 10, 2012, by and between the WEST SACRAMENTO AREA FLOOD CONTROL AGENCY (“WSAFCA”), and Mark Thomas and Company (“Consultant”).

WITNESSETH:

WHEREAS, WSAFCA desires Surveying and Consulting Services for the Southport Early Implementation Project (SRSEIP);

WHEREAS, the Consultant has presented a proposal for such services to WSAFCA, dated April 10, 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 Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit “B.”
   B. Consultant’s failure to complete work in accordance with the Schedule of Performance 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 Six Hundred and Seventy-four Thousand, Seven Hundred and Ninety-five ($674,795.00), without WSAFCA’s prior written approval.
B. The Consultant shall be paid upon submittal of monthly billings showing progress in the completion of the tasks for that month. 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 the Schedule of Performance, payments may be delayed or denied, unless the Consultant’s failure to perform in conformity with the Schedule of Performance is a documented result of WSAFCA’s failure to conform to the Schedule of Performance, or if the Schedule of Performance 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 temporarily suspend or terminate this Contract, at no additional cost to WSAFCA, provided that the Consultant is given written notice of temporary suspension or termination. If WSAFCA gives such notice of 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 may 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.

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 the WSAFCA’s conflict of interest code in accordance with the category designated by the 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, to the extent actually caused by 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, and shall be in full force and effect until the expiration of the longest limitations period or statute of repose applicable to Consultant’s services and performance under the 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 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
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.
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: __________________________
William Denton, WSAFCAPresident

ATTEST:

By: _______________________
Ken Ruzich, WSAFCAManager

APPROVED AS TO FORM:

By: _______________________
Jim Day, WSAFCA Attorney

CONSULTANT

By: _______________________
Michael J. Lohman, President
SCOPE OF WORK

The following scope of work shall be implemented by Mark Thomas and Company to provide Surveying Services for the Sacramento River Southport Early Implementation Project (SRSEIP).

TASK 1 – COMPLETE BASE MAP

- Develop preliminary map drawing based on existing recorded maps;
- Conduct necessary field surveys to identify existing monuments, potentially unrecorded easements;
- Retrace portions of the Yolo Short Line Railroad using State Board of Equalization documents, existing title reports, and other available research;
- Identify and map existing utility corridors
- Identify and map existing recorded easements
- When necessary and appropriate, survey and map borrow areas for the Sacramento River Southport Early Implementation Project (SRSEIP);

TASK 2 – COMPLETE IDENTIFICATION AND EASEMENT MAPPING

Using the Base Map as a foundation, the consultant will complete the necessary research and map existing easements or record and not of record.

TASK 3 – PREPARE MAP EXHIBITS AND LEGAL DESCRIPTIONS FOR NOTICES OF DECISION TO APPRAISE

- Prepare map exhibits and legal descriptions for appraiser/fee acquisitions;
- Prepare map exhibits and legal descriptions for permanent easements;
- Prepare map exhibits and legal descriptions for temporary easements;

TASK 4 - PREPARE UTILITY MAP EXHIBIT AND LEGAL DESCRIPTIONS

Identify existing utility easements through title reports and recorded documents;
**TASK 5 - PREPARE PLATS EXHIBITS AND LEGAL DESCRIPTIONS**

Prepare legal descriptions and plats for acquisitions using the Department of Water Resources guidelines.

**TASK 6 – “SHOW ME STAKES”**

Provide assistance to the real estate, right of way and design team by setting points in the field for specific requests that could include the limits of the toe of levee, approximate property lines, borrow limits and easements. For efficiency and budget purposes survey requests will include multiple parcels. This task is based on an “as-needed” contingency.

**TASK 7 – PROJECT MANAGEMENT**

- Mark Thomas and Company will attend one project kick-off meeting with WSAFCA and other project team members;
- Attend monthly progress meetings with WSAFCA and other project team members;

**TASK 8 – RECORD OF SURVEY**

Prepare a Record of Survey to be filed with the County of Yolo, as required under Section 8762 (b)1, 4 &5 of the Business and Professional Code and the certain actions of Task 6. The Record of Survey will be filed upon the final transfer of new right of way parcels to the Department of Water Resources. The Record of Survey will define the ultimate westerly levee right of way and is not considered a pre-construction document. Monuments will be set at major angle points and existing street intersections not to exceed 20. This task excludes the County’s map checking and filing fee.

**TASK 9 – MISCELLANEOUS SURVEYING SERVICES CONTINGENCY**

Provide office and field surveying support for Out of Scope services as directed and approved by written authorization from WSAFCA management.
## EXHIBIT B

### BUDGET AND TIMELINE

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<tr>
<th>Surveyor Tasks</th>
<th>Budgeted Amount</th>
<th>Initiation Date</th>
<th>Completion Date</th>
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<tr>
<td>Complete Base Map</td>
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<td>May 14, 2012</td>
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<tr>
<td>Complete identification and mapping of easements</td>
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<td>July 14, 2012</td>
<td>November 30, 2012</td>
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<td>Prepare Utility Map Exhibits and Legal Descriptions</td>
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<td>Prepare Plat Exhibits and Legal Descriptions for conveyance</td>
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<td><strong>Total</strong></td>
<td><strong>$674,795</strong></td>
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*TBD- To Be Determined

**Contingency not included in total contact amount.
OBJECTIVE
The objective of this report is to seek the Board’s identification of a preferred design alternative for Levee Segment F of the Sacramento River Southport Early Implementation Project (EIP) for (1) evaluation and disclosure of potential environmental and community impacts in the project Environmental Impact Statement/Environmental Impact Report (EIS/R) and (2) for further design development as part of the 65% design package for the EIP.

RECOMMENDED ACTION
Staff respectfully recommends that the West Sacramento Area Flood Control Agency (WSAFCA) Board:
1. Identify the setback levee alternative as the Preferred Design Alternative for Levee Segment F for the Sacramento River Southport EIP;
2. Direct the Project Team to evaluate and disclose the potential environmental and community effects, and propose measures to mitigate significant adverse impacts associated with the Preferred Design Alternative in the draft EIS/R for the project; and
3. Direct the Project Team to integrate the Preferred Design Alternative for Levee Segment F in the 65% design package for the Sacramento River Southport EIP.

BACKGROUND
On February 9, 2012, the WSAFCA Board approved HDR Engineers’ Task Order No. 4 scope of work. This action directed 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 and G along the Sacramento River in Southport through the Sacramento River Southport EIP. These are the project segments that are common to both 15% 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 address the overall feasibility of combined seepage cut-off wall and seepage berm options in Segment B and the private property and financial considerations of setback and adjacent levees in Segments B and F. The execution of Task Order No. 4 is phased to enable completion of final design evaluations in Segments B and F, while allowing design development to advance toward the 65% design level and for environmental analysis and documentation to proceed in the other project segments.

On March 8, 2012 staff asked the WSAFCA Board to identify a preferred alternative for repairing the 5.7 mile levee for the purposes of evaluation and disclosure of potential environmental and community impacts in the project EIS/R. The WSAFCA Board selected Alternative 2 for levee segments A, C, D, E, and G and directed staff to complete further analysis on levee segments B and F as prerequisites to final design direction in these two segments. The Board’s direction included value engineering analyses to understand cost implications associated with a setback levee in segments B and F while minimizing impacts to adjacent property owners within reasonable cost and cost sharing scenarios.
ANALYSIS

Investigation, evaluation and design of the Sacramento River Southport EIP have advanced through a sequence of progressively detailed stages based upon the best available information. At each stage, from system-wide screening of EIPs through 15%-complete Design Alternatives for the Southport EIP, technical conclusions have balanced the extent and precision of available geotechnical, erosion, hydraulic and hydrologic data with federal and state standards for levee construction and performance. This progressive approach is the most time- and cost-effective method to identify levee deficiencies and determine remedies that will work under the physical conditions of the Southport levee reach. Progressively detailed investigations, supported by new information gathered during the three completed task orders, have also improved the precision and confidence of technical feasibility conclusions and formulation of Design Alternatives that have the greatest likelihood of solving all of the identified Southport levee deficiencies within existing local funding capacity.

The next design decision stages include refinements to achieve the primary flood risk reduction objective for Southport and the City, while causing the least private injury and providing supplemental benefits to the community. Under the WSAFCA Board's direction, the Project Team has conducted a final value engineering evaluation of the two technically feasible measures to remedy levee deficiencies in Segment F that are specified in the two 15% Design Alternatives: an adjacent levee and setback levee. The objective of the value engineering evaluation was to identify the different private residential implications and differentiate the State cost-share potential of the two levee deficiency remedies, taking into consideration all cost components (e.g., real estate acquisition, structural demolition and relocation, environmental mitigation, road access and levee improvements) and variable State cost-share rules for different project components. The 15%-level cost opinions developed by the Design Team were used as the basis for determining shares in project delivery costs.

The detailed results of the Segment F Value Engineering evaluation are attached below. Use of an adjacent levee to resolve levee deficiencies in Segment F would probably avoid impacts to one of the two houses near the project, as shown in the attached Segment F Plan View - Alternative 1 with Seepage Berm. However, use of a setback levee to remedy levee deficiencies in Segment F will require 50% to 60% less local funding than an adjacent levee, making up to $5,869,768 of local funds available for WSAFCA to invest in providing flood protection for the entire Southport area.

Alternatives

Staff respectfully recommends that the WSAFCA Board identify the setback levee alternative as the Preferred Design Alternative for Levee Segment F of the Southport EIP, direct staff to evaluate and disclose the environmental effects and recommended mitigation measures related to this action in the draft EIS/R, and integrate the Preferred Design Alternative in the 65% design package for the Southport EIP. The Board may choose to identify an adjacent levee as the Preferred Design Alternative or may defer identification of a Preferred Alternative for Segment F. Identifying a design alternative other than a setback levee may jeopardize WSAFCA's ability to deliver flood protection to the entire reach of the Sacramento River in Southport. Absent the identification of a Preferred Design Alternative at this time, the schedule for preparing a draft EIS/R may be delayed and the overall Southport EIP will be delayed.

Budget/Cost Impact

As shown in detail in the attached Segment F Value Engineering Report, the WSAFCA investment required to build an adjacent levee in Segment F would be approximately $16,245,000 of a total cost of $36,100,000. The WSAFCA investment required to build a setback levee in Segment F would be between $10,375,000 and $10,808,000 of a total cost of approximately $38,600,000. The lower WSAFCA share in the cost for a setback levee could be achieved if the State were to have a higher share in the costs of land and borrow material in the floodplain area created by the setback levee. Considering all project costs and potential State cost shares, a setback levee in Segment F provides the greatest potential share of costs borne by the State, the best prospect that the entire Southport EIP can be implemented with existing local funding, and the highest likelihood that WSAFCA can achieve flood protection and other project objectives for the entire reach of Sacramento River levee in Southport.
ATTACHMENTS
Segment F Value Engineering Report
Segment F Plan View - Alternative 1 with Seepage Berm
Segment F Plan View - Alternative 2 with Seepage Berm
Background
WSAFCA is advancing the Southport levee improvements in partnership with the State of California under Proposition 1E and the State’s Early Implementation Program (EIP). The WSAFCA Board directed staff to develop a value engineering analysis to understand cost implications associated with a setback levee in Segment F while minimizing impacts to adjacent property owners within reasonable cost and cost sharing scenarios.

Assumptions
The project’s primary State funding source is the State Early Implementation Program (EIP) or the eventual post Central Valley Flood Protection Plan (CVFPP) program. The cost sharing guidelines are expected to remain essentially the same after adoption of the CVFPP. Some costs associated with borrow in the offset area might be eligible for higher cost-share funding programs administered by the State.

Methodology
For this analysis the investment required by WSAFCA was first calculated assuming funding would be secured only under the State EIP program. The analysis also evaluates how securing funds under higher State cost-shared programs for borrow that can be accounted for as floodplain lowering could reduce the investment required by WSAFCA. The 15% cost opinions developed by HDR Engineering on April 27, 2012 were used as the basis of the cost-share analysis. Alternative 2, the 15% proposed preferred alternative, assumes a setback in Segment F. Alternative 4, the 15% proposed alternate alternative, assumes an adjacent levee in Segment F. The unit cost of borrow secured from the offset area was estimated by computing the weighted average cost of levee embankment and seepage berm fill ($4.20/CY). The offset area in Segment F will produce about 368,000 cubic yards of borrow.

Results
If EIP funding were the only source of State funding available, WSAFCA share would be $10.8 MM for a setback levee and $16.2 MM for an adjacent levee. WSAFCA would need to invest an additional $5.4 MM to construct an adjacent levee instead of a setback levee. If WSAFCA secured additional State funding under other State programs at a higher cost-share for the setback levee, WSAFCA share would be reduced to $10.4 MM. Table 1 summarizes the WSAFCA investment required for the setback versus adjacent levee if the EIP program were the only State funding source. Table 2 summarizes the total WSAFCA investment required under a more favorable cost sharing scenario where additional State funding is secured at a higher State cost-share for some land and borrow in the offset area.

| Table 1: Estimated WSAFCA Investment under EIP alone |
|---------------------------------|-------|-------|-------|
|                                  | Total Cost $ | State Share % | WSAFCA Share % | WSAFCA Share $ |
| Setback Levee Costs Funded under EIP | $38,600,000 | 72% | 28% | $10,808,000 |
| Adjacent Levee Costs Funded under EIP | $36,100,000 | 55% | 45% | $16,245,000 |

| Table 2: Estimated WSAFCA Investment under EIP & Flood Corridor |
|---------------------------------|-------|-------|-------|
| Cost-share Under EIP & Flood Corridor | Total Cost $ | State Share % | WSAFCA Share % | WSAFCA Share $ |
| Portion of Setback Levee Funded under EIP | $37,054,400 | 72% | 28% | $10,375,232 |
| Setback Levee Funded under Flood Corridor | $1,545,600 | 100% | 0% | $0 |
| Total | $38,600,000 | 73% | 27% | $10,375,232 |
## ATTACHMENT 1: Setback Levee 15% Cost Estimate

### Real Estate Acquisition

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Cost</th>
<th>Contingency (%)</th>
<th>Contingency ($)</th>
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<tbody>
<tr>
<td>1 EA</td>
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<td>$5,342,961</td>
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### Structural Demolition & Utility Relocation

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<th>Unit</th>
<th>Unit Price</th>
<th>Cost</th>
<th>Contingency (%)</th>
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<tr>
<td>Remove Power Poles</td>
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<td>EA</td>
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<td>Install Power Poles</td>
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<td>RD 900 Irrigation Pump</td>
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<td>30%</td>
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<td>$650,000</td>
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<td>Remove 12&quot; Steele Dewatering Pipes</td>
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<td>LF</td>
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### Environmental Mitigation

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<tr>
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<th>Unit Price</th>
<th>Cost</th>
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<th>Contingency ($)</th>
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<tr>
<td>Onsite Riparian Mitigation</td>
<td>10.96</td>
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<td>Onsite Waters of the U.S. Mitigation</td>
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<td>$38,525</td>
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<td>30%</td>
<td>$15,949</td>
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<tr>
<td>Onsite Swainson's Hawk Foraging Habitat Mitigation</td>
<td>30.32</td>
<td>AC</td>
<td>$2,300</td>
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### Roads - Transportation/Access

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<th>Unit Price</th>
<th>Cost</th>
<th>Contingency (%)</th>
<th>Contingency ($)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot Mix Asphalt</td>
<td>1,842</td>
<td>TON</td>
<td>$100.00</td>
<td>$184,195</td>
<td>30%</td>
<td>$55,258</td>
<td>$239,453</td>
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<tr>
<td>Aggregate Base</td>
<td>1,836</td>
<td>CY</td>
<td>$40.00</td>
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<tr>
<td>Aggregate Subbase</td>
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<td>CY</td>
<td>$0</td>
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<td>Roadway Embankment</td>
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<td>CY</td>
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<td>Demolish Roadway</td>
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<tr>
<td>Residential Access/Driveway</td>
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<td>EA</td>
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<td>$0</td>
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<td>$0</td>
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<tr>
<td>New Intersection (Signage)</td>
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<tr>
<td>Bridge Cost</td>
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### Levee Improvements

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<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Cost</th>
<th>Contingency (%)</th>
<th>Contingency ($)</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Mobilization and Demobilization (5%)</td>
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<td>LS</td>
<td>$64,094</td>
<td>$64,094</td>
<td>30%</td>
<td>$19,228</td>
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<tr>
<td>Clearing and Grubbing (5%)</td>
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<td>LS</td>
<td>$32,047</td>
<td>$32,047</td>
<td>30%</td>
<td>$9,614</td>
<td>$41,661</td>
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<td>Traffic Control (Urban) (3%)</td>
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<td>LS</td>
<td>$19,228</td>
<td>$19,228</td>
<td>30%</td>
<td>$5,768</td>
<td>$24,997</td>
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### Subtotal - Roads

$2,596,310 | $686,893 | $3,283,203

### Cultural Preservation

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<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Cost</th>
<th>Contingency (%)</th>
<th>Contingency ($)</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>Environmental/Road/Levee (1%)</td>
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<td>31</td>
<td>$39,711</td>
<td>$172,083</td>
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### Construction Management

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<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Cost</th>
<th>Contingency (%)</th>
<th>Contingency ($)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural Demolition &amp; Utility Relocation</td>
<td>15%</td>
<td></td>
<td></td>
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### Estimated Total

$27,075,540 | $8,030,662 | $35,106,202

### Notes

- **Setback Levee with Seepage Berm**
- **West Sacramento Area Flood Control Agency**
- **SOUTHPORT EIP LEVEE IMPROVEMENT PROJECT**
- **PROPOSED COMBINED MEASURE ALTERNATIVE - 2**
- **SEGMENT F - DETAIL**
- **REAL ESTATE ACQUISITION**
- **STRUCTURAL DEMOLITION & UTILITY RELOCATION**
- **ENVIRONMENTAL MITIGATION**
- **ROADS - TRANSPORTATION/ACCESS**
- **LEVEE IMPROVEMENTS**
- **CULTURAL PRESERVATION**
- **PLANNING, ENGINEERING, & DESIGN**
- **CONSTRUCTION MANAGEMENT**

### Financial Data

- **Estimated Total with 9.9% Total Escalation (3.2%/year for 3-years):**

  $27,075,540 | $8,030,662 | $35,106,202

### Notes

- **Real Estate Acquisition**
- **Structural Demolition & Utility Relocation**
- **Environmental Mitigation**
- **Roads - Transportation/Access**
- **Levee Improvements**
- **Cultural Preservation**
- **Planning, Engineering, & Design**
- **Construction Management**
### Adjacent Levee with Seepage Berm

#### Real Estate Acquisition
- **Item**: Real Estate Acquisition
- **Quantity**: 1 EA
- **Unit Price**: $3,818,435
- **Cost**: $3,818,435
- **Contingency%**: 30%
- **Contingency ($)**: $1,145,531
- **Cost w/Contingency**: $4,963,966

#### Structural Demolition & Utility Relocation
- **Item**: Remove Power Poles
  - **Quantity**: 12 EA
  - **Unit Price**: $500.00
  - **Cost**: $6,000.00
  - **Contingency%**: 30%
  - **Contingency ($)**: $1,800
  - **Cost w/Contingency**: $7,800
- **Item**: Install Power Poles
  - **Quantity**: 30 EA
  - **Unit Price**: $4,000.00
  - **Cost**: $120,000

#### Environmental Mitigation
- **Item**: Onsite Riparian Mitigation
  - **Quantity**: 52.60 AC
  - **Unit Price**: $33,870.00
  - **Cost**: $426,762
  - **Contingency%**: 30%
  - **Contingency ($)**: $128,029
  - **Cost w/Contingency**: $554,791
- **Item**: Onsite Waters of the U.S. Mitigation
  - **Quantity**: 2.35 AC
  - **Unit Price**: $38,525.00
  - **Cost**: $90,533.75
  - **Contingency%**: 30%
  - **Contingency ($)**: $27,160
  - **Cost w/Contingency**: $117,694

#### Roads - Transportation/Access
- **Item**: Hot Mix Asphalt
  - **Quantity**: 1,842 TON
  - **Unit Price**: $100.00
  - **Cost**: $184,195
  - **Contingency%**: 30%
  - **Contingency ($)**: $55,258
  - **Cost w/Contingency**: $239,453
- **Item**: Aggregate Base
  - **Quantity**: 1,836 CY
  - **Unit Price**: $40.00
  - **Cost**: $73,457
  - **Contingency%**: 30%
  - **Contingency ($)**: $22,037
  - **Cost w/Contingency**: $95,495

#### Levee Improvements
- **Item**:中国移动 & Demobilization & Utility Relocation
  - **Quantity**: 1 LS
  - **Unit Price**: $399,999.00
  - **Cost**: $390,000
  - **Contingency%**: 30%
  - **Contingency ($)**: $116,000
  - **Cost w/Contingency**: $506,000
- **Item**: Mobilization & Relocation (15%)
  - **Quantity**: 1 LS
  - **Unit Price**: $3,316,229
  - **Cost**: $4,311,097

#### Cultural Preservation
- **Item**: Environmental/Road/Levee (1%)
  - **Quantity**: 1 EA
  - **Unit Price**: $12,297
  - **Cost**: $12,297
  - **Contingency%**: 30%
  - **Contingency ($)**: $3,689
  - **Cost w/Contingency**: $15,986

#### Construction Management
- **Item**: Road/Levee (8%)
  - **Quantity**: 1 EA
  - **Unit Price**: $988,728
  - **Cost**: $296,618
  - **Contingency%**: 30%
  - **Contingency ($)**: $89,086
  - **Cost w/Contingency**: $385,704

#### Estimated Total
<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Real Estate Acquisition</td>
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<tr>
<td>Structural Demolition &amp; Utility Relocation</td>
<td>$4,963,966</td>
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<td>Environmental Mitigation</td>
<td>$571,599</td>
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<td>Roads - Transportation/Access</td>
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<td>Levee Improvements</td>
<td>$8,610,214</td>
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<td>Cultural Preservation</td>
<td>$12,297</td>
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<td>Construction Management</td>
<td>$296,618</td>
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<tr>
<td><strong>Estimated Total</strong></td>
<td><strong>$25,253,990</strong></td>
</tr>
</tbody>
</table>

**Estimated Total with 9.9% Total Escalation (3.2% per year for 3 years)**

**$32,830,187**
NOTE:

HORIZONTAL DATUM IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 2 (NAD 83)
VERTICAL DATUM IS NGVD 88.

EL NAVD 88 = EL NGVD 29 + 2.6'

BAR LENGTH ON ORIGINAL DRAWING EQUALS ONE INCH.
ADJUST SCALE ACCORDINGLY.

ALTERNATIVE 1 WITH SEEPAGE BERM

WEST SACRAMENTO LEVEE IMPROVEMENT PROGRAM
WSAFCA SOUTHPORT EIP - VALUE ENGINEERING STUDY, SEGMENT F
ALTERNATIVE 1 WITH SEEPAGE BERM
SEGMENT F

WEST SACRAMENTO LEVEE IMPROVEMENT PROGRAM
WSAFCA SOUTHPORT EIP - VALUE ENGINEERING STUDY, SEGMENT F
ALTERNATIVE 2 WITH SEEPAGE BERM
FINANCE

Bond Requisitions—The fourth bond requisition submittal was approved by the Trustee for the amount of $1,288,632.89. The Requisitions are reports that identify and support WSAFCA’s bond eligible expenses. They are drafted periodically to move bond funds into cash on hand accounts.

The annual audit process begins next month with the auditor’s requests for information in advance of their onsite visits. Staff expects a deeper level of review this year, which will inform the audit’s recently added Management Discussion and Analysis section.

PROJECTS

2011 EIP the Rivers Phase 1 Site – The design team is evaluating an area of increased erosion adjacent to the overlook and will be submitting a repair plan to the CVFPB for their review and approval. 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 has begun writing the Construction Documentation Report. The contractor has completed the resealing of the asphalt paving and will be repainting the wall at the east side of the site which was vandalized with graffiti. The two interpretive signs at the western side of the site will be replaced due to vandalism. The real estate acquisition process to acquire permanent real estate rights is ongoing. Staff has completed the Storm Water Pollution Prevention Plan for the compensatory riparian planting project and the ICF design team has completed drawings, specifications and cost estimates for construction bid solicitation. Staff expects to begin the construction bid solicitation by mid-May. ICF will submit a proposal for advanced contract growing of native plant materials for the riparian planting project in order to insure availability of sufficient plants and to control costs. 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 Notice of Termination with the Regional Water Quality Control Board has been accepted and all temporary erosion control measures are being removed. 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. Staff has met with the contractor and resolved a substantial number of the contractor’s claims. Staff will be meeting with the contractor again on April 30, to resolve all remaining claims. ICF has completed final design for compensatory tree planting along the CHP Academy north boundary. Staff will begin soliciting bids for the tree planting at the same time as The Rivers Riparian Mitigation (mid-May). 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. This monitoring activity is a requirement of the permits received for the projects.

2013 EIP Project – Sacramento River – Southport Early Implementation Project – Staff and senior members of the consultant team met on April 18th with the geotechnical engineer representing private landowners in Segment B to discuss the engineer’s analysis of installing a deep cutoff wall for an extended distance in the segment. The productive discussion included estimating costs for the deep cutoff wall concept, evaluating relief well technical feasibility, scope of geotechnical investigation, study schedule and milestones, and strategies for real estate transactions.
Comments on the first administrative draft EIS/R were received from USACE Sacramento District (USACE SPK) reviewers on April 2nd and are under internal review. The comments will be incorporated into the document, as well as additional data and analysis resulting from the on-going design effort. The second administrative draft is tentatively scheduled to be released at the end of June.

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 has sent questionnaires to property owners within 1000 ft of the project asking for information about both domestic and irrigation wells. These questionnaires have begun coming back to staff and the majority of returns have been positive.

The WSAFCA Board took several actions during the regular Board meeting on April 12th:
- Delegated signatory authority to the WSAFCA General Manager to approve right-of-entry agreements.
- Approved a professional services contract with SCS Engineers, Inc. to provide environmental assessment services to the Real Estate/Right of Way team.
- Adopted relocation guidelines in accordance with State and federal laws.

Four surveyor teams were invited to interview for surveying services for the Sacramento River Southport EIP. The interview team was comprised of representatives from DWR, HDR and WSAFCA staff. Staff plans on making a recommendation to the Board for surveying consulting services in May. Staff is drafting a Request for Proposals for appraisal, negotiation and relocation services this month and plans on releasing it in the next week.

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 is also evaluating alternative solutions for local roadway access, including relocation of South River Road from the levee crown to the landside levee toe and replacement of the road with a rural roadway within the Village Parkway alignment.

Staff continues to experience requests for information from the public and is committed to providing that information in a complete, accurate, and timely manner.

**State EIP Funding Agreements** – Staff and consultant team continue to coordinate 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 Corps’ HQ recently released a directive to all Corps District offices on 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). 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. The most likely model for reconfiguring the West Sacramento study is the Sutter County Pilot Study. Staff will meet with the District GRR team on May 2nd to discuss the new guidelines and use of previous WSLIP studies to streamline and expedite the GRR.

**Sac Bank Setback Levee Project** – River Mile 57.2 and 57.0: Construction has begun for the 2012 construction season. 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 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. Staff is also working on an update to the flood program website to improve organization of content, ease-of-use and navigation.

**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 reviewed the comments from the public workshop with the City Manager and City Attorney. The City Attorney is taking a closer look at the ordinance’s CEQA requirements while staff is researching how the proposed revisions comply with both current and reasonably-foreseeable state requirements. Staff intends to modify the proposed revisions and present the ordinance in a public workshop prior to bringing it back to a future City Council meeting.

**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 have submitted input on the next phase of Southport EIP design and the material is under review by the HDR design team.
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 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 has received a copy, as well as archived the document with the City’s GIS & Mapping section. Staff anticipates the document will be very useful during high-water events.

**DWR Flood Emergency Response Projects Grant** – DWR will be soliciting applications for grant money later this year. While the final grant guidelines have not yet been published, staff has collected ideas to include in a possible grant application, and anticipates applying for the grant in order to develop a flood safety plan. The flood safety plan would include an evacuation plan and a flood fight plan. DWR staff has stated that the final grant guidelines should be posted in late spring or summer.

**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 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 April 20th and will attend the next Board meeting on April 27th.

Flood protection staff briefed Community Development staff on the draft Urban Level of Flood Protection Guidelines on April 24th. The Guidelines are another requirement of the Central Valley Flood Protection Plan enabling legislation and probable component in the Central Valley Flood Protection Board’s adoption of the Plan. The Guidelines require the city to integrate consideration of flood protection in the General Plan Update and specified findings in the administration of municipal development entitlements. Community Development staff will identify issues of concern and flood protection staff will prepare formal comments, which are due May 4th.

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.

**General Plan Update** – Flood protection and Community Development staff met on April 24th to discuss integration of the Southport EIP in the upcoming General Plan Update and Program EIR.
The EIP will become part of a land use alternative for the EIR. Flood protection staff will coordinate GIS data and analyses in support of General Plan alternative formulation and evaluation of environmental, community and fiscal impacts.

**Yolo County Natural Heritage Program**— Staff continues to monitor preparation of the Yolo County Habitat Conservation Plan - Natural Communities Conservation Plan. Staff participated in the inter-jurisdictional Technical Advisory Committee on April 23rd and Urban Interface Working Group on April 25th. Staff continues to support inclusion of flood protection program work in the list of activities that will be covered by incidental take permits enabled by the Plan. Staff is collecting data on the geographic location and extent of potential borrow sources and the land area needed for complete implementation of the WSLIP in service of the covered activities inventory.

**NEXT WEEK - FUTURE**

Key meetings: CVFPP presentation by DWR on 4/27, GRR 3x3x3 discussion on 5/2, Legislative Strategy coordination on 5/3.