

## AGENDA

### REGULAR MEETING OF RECLAMATION DISTRICT 900

NOVEMBER 18, 2021

Martha Guerrero, President

Norma Alcala, Trustee  
Quirina Orozco, Trustee

Chris Ledesma, Trustee  
Dawnte Early-West, Trustee

Greg Fabun, Interim General Manager/Secretary  
Ralph Nevis, District Attorney

#### 6:00 PM CALL TO ORDER

Pursuant to Government Code section 54953, as amended by Assembly Bill 361 (2021), and due to the State of Emergency declared by the Governor on March 4, 2020, members of Reclamation District 900 Board of Trustees and staff will participate in this meeting via a teleconference. To reduce the spread of COVID-19, members of the public may watch the meeting livestream at <https://youtu.be/CK0tpmzOE3k>. Those members of the public who wish to do so are invited to participate in the meeting via Zoom using the following access information: [Join Zoom meeting](#); or by phone +1 669 900 6833 US (San Jose). Meeting ID: 987 5494 7842; Passcode: 787137

*If you need special assistance to participate in this meeting, please contact RD 900 at 916-371-1483. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

#### GENERAL ADMINISTRATION – PART I

- 1A. PRESENTATIONS BY THE PUBLIC ON MATTERS NOT ON THE AGENDA WITHIN THE JURISDICTION OF THE DISTRICT. THE AGENCY IS PROHIBITED BY LAW FROM DISCUSSING ISSUES NOT ON THE AGENDA BROUGHT TO THEM AT THIS TIME.
- 1B. MONTHLY/YEAR-TO-DATE BUDGET REPORT

#### CONSENT AGENDA – PART II

2. CONSIDERATION OF RESOLUTION 21-11-01 ADOPTING FINDINGS NECESSARY TO CONTINUE CONDUCTING RECLAMATION DISTRICT 900 BOARD MEETINGS VIA TELECONFERENCE PURSUANT TO ASSEMBLY BILL 361  
**Comment:** This item seeks Board approval to continue remote (teleconference/videoconference) Board meetings by finding, pursuant to Assembly Bill 361 (AB 361), that the Board has reconsidered the circumstances of the state of emergency related to the COVID-19 Pandemic and that the Yolo County Public Health Officer continues to recommend measures to promote social distancing.
3. CONSIDERATION OF A CONTRACT AMENDMENT WITH TRIAMID CONSTRUCTION FOR THE DREVER STREET CORPORATION YARD REMODEL  
**Comment:** This item seeks Board approval to amend the contract with Triamid Construction of Central California Inc. for the 889 Drever Street Remodel related to Heating, Ventilation and Air Conditioning (HVAC) and other site improvements.
4. CONSIDERATION OF APPROVAL OF THE OCTOBER 21, 2021, MEETING MINUTES

#### REGULAR AGENDA – PART III

5. DISTRICT PROJECT UPDATES
6. TRUSTEE COMMENTS

7. ADJOURN

I, Greg Fabun, Interim General Manager/Secretary, declare under penalty of perjury that the foregoing agenda for the November 18, 2021, meeting of Reclamation District 900 was posted on November 15, 2021, in the office of the City Clerk of the City of West Sacramento, 1110 West Capitol Avenue, West Sacramento, CA, and at the office of Reclamation District 900, 1420 Merkley Ave., Suite #4, West Sacramento, CA, and was available for public review.



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Greg Fabun, Interim General Manager/Secretary  
Reclamation District 900

***All public materials related to an item on this agenda submitted to the District after distribution of the agenda packet are available for public inspection on the District's website at: [www.rd900.org](http://www.rd900.org). Any document provided at the meeting by staff will also be available to the public. Any document provided at the meeting by the public will be available the next business day following the meeting.***

**RECLAMATION DISTRICT 900**  
**Combined Financial Position**  
Statement of Revenues and Expenditures  
September 30, 2021

	i	ii	iii	Σi,iii
<b>Beginning Fund Balance 8/31/21</b>	8,207,747	2,497,145	874,783	11,579,675
<b>TOTAL REVENUE</b>	23,273	-		23,273
<b>TOTAL EXPENDITURES</b>	104,730	26,427	4,509	135,666
<b>CHANGE IN FUND BALANCE</b>	(81,458)	(26,427)	(4,509)	(112,393)
<b>ENDING FUND BALANCE 9/31/21</b>	8,126,290	2,470,718	870,274	11,467,281

**FOR MANAGEMENT USE ONLY**

**RECLAMATION DISTRICT 900**  
**900 Drainage**  
Statement of Revenues and Expenditures  
September 30, 2021

	Year to Date FY 2021/22	July	August	September
<b>REVENUES</b>				
4000 Drainage Assessment	2,449,955		2,449,955	
4300 Retiree Healthcare	489	489		
4501 Transfer In(shared cost RD537)	5,522	1,323	1,872	2,327
4502 Transfer In (shared costs Levee)	49,704	11,907	16,851	20,946
<b>TOTAL REVENUES</b>	<b>2,505,670</b>	<b>13,719</b>	<b>2,468,678</b>	<b>23,273</b>
<b>EXPENDITURES</b>				
<b>Administrative and Overhead</b>				
5010 Permits and Fees	(1,043)	(1,764)	279	442
5011 Assessments Paid	871			871
5020 Memberships	954	318	318	318
5030 Liability/Auto Insurance	14,937	4,979	4,979	4,979
5040 Professional Fees	49,176	11,135	18,571	19,470
5050 Office	9,095	2,369	4,082	2,644
Subtotal	73,990	17,037	28,229	28,724
<b>Labor and Related</b>				
5210 Compensation	93,515	19,229	32,075	42,211
5220 Benefits	39,722	12,480	11,365	15,877
5260 Workers Compensation	4,407	1,469	1,469	1,469
5270 Uniforms	1,273	153	170	950
5280 Training and Licensing	759	59	525	175
Subtotal	139,676	33,390	45,604	60,682
<b>Operation and Maintenance</b>				
5410 Facilities	14,282	4,286	4,197	5,799
5420 Herbicides	3,357	3,357		-
5440 Debris and Trash Removal	4,057	2,054	465	1,538
5450 Professional Fees	4,203	3,241		962
5451 Pesticide	1,890	-	1,890	-
5460 Equipment	12,349	5,976	4,901	1,472
Subtotal	40,138	18,914	11,453	9,771
<b>Transfer Out</b>				
6000 Transfer Out CIP	290,293	130,249	154,491	5,553
<b>TOTAL EXPENDITURES</b>	<b>544,097</b>	<b>199,590</b>	<b>239,777</b>	<b>104,730</b>
<b>CHANGE IN FUND BALANCE</b>	<b>1,961,572</b>	<b>(185,871)</b>	<b>2,228,901</b>	<b>(81,458)</b>
<b>BEGINNING FUND BALANCE</b>	<b>6,164,717</b>	<b>6,164,717</b>	<b>5,978,846</b>	<b>8,207,747</b>
<b>ENDING FUND BALANCE</b>	<b>8,126,290</b>	<b>5,978,846</b>	<b>8,207,747</b>	<b>8,126,290</b>

FOR MANAGEMENT USE ONLY

**RECLAMATION DISTRICT 900**  
**Levee Maintenance**  
Statement of Revenues and Expenditures  
September 30, 2021

	Year to Date			
	FY 2021/22	July	August	September
<b>REVENUES</b>				
for RD 900	760,190	-	760,190	-
for RD 537 former area	62,604	-	62,604	-
<b>TOTAL REVENUES</b>	<b>822,794</b>	<b>-</b>	<b>822,794</b>	<b>-</b>
<b>EXPENDITURES</b>				
<b>Administrative and Overhead</b>				
5010 Permits	20			20
Subtotal	20	-	-	20
<b>Operation and Maintenance</b>				
5410 Facilities	578			578
5420 Herbicides	276			276
5450 Professional Fees	1,765	1,226		539
Subtotal	2,619	1,226	-	1,393
<b>Transfer Out</b>				
5300 Transfer Out for Shared Costs	49,704	11,907	16,851	20,946
5500 Transfer Out CIP	89,490	39,075	46,347	4,068
Subtotal	139,194	50,982	63,198	25,014
<b>TOTAL EXPENDITURES</b>	<b>141,833</b>	<b>52,208</b>	<b>63,198</b>	<b>26,427</b>
<b>CHANGE IN FUND BALANCE</b>	<b>680,961</b>	<b>(52,208)</b>	<b>759,596</b>	<b>(26,427)</b>
<b>BEGINNING FUND BALANCE</b>	<b>1,789,757</b>	<b>1,789,757</b>	<b>1,737,549</b>	<b>2,497,145</b>
<b>ENDING FUND BALANCE</b>	<b>2,470,718</b>	<b>1,737,549</b>	<b>2,497,145</b>	<b>2,470,718</b>

FOR MANAGEMENT USE ONLY

**RECLAMATION DISTRICT 900**  
**537 Drainage**  
Statement of Revenues and Expenditures  
September 30, 2021

	Year to Date			
	FY 2021/22	July	August	
<b>REVENUES</b>				
4000 Drainage Assessment	48,308		48,308	
4111 RD 811 Power Reimbursement	2,902	-	2,902	
<b>TOTAL REVENUES</b>	<b>51,210</b>	<b>-</b>	<b>51,210</b>	<b>-</b>
<b>EXPENDITURES</b>				
<b>Administrative and Overhead</b>				
5010 Permits and Fees	1,314	1,314	-	-
5011 Assessments Paid	1,500	-		1,500
Subtotal	2,814	1,314	-	1,500
<b>(b)Operation and Maintenance</b>				
5411 Power	1,034	-	500	534
5460 Equipment	13	-	13	
Subtotal	1,047	-	513	534
<b>Transfer Out</b>				
5300 Transfer Out for Shared Costs	5,522	1,323	1,872	2,327
6000 Transfer Out CIP	9,639	4,342	5,150	148
Subtotal	15,161	5,665	7,022	2,475
<b>TOTAL EXPENDITURES</b>	<b>19,022</b>	<b>6,979</b>	<b>7,535</b>	<b>4,509</b>
<b>CHANGE IN FUND BALANCE</b>	<b>32,188</b>	<b>(6,979)</b>	<b>43,675</b>	<b>(4,509)</b>
<b>BEGINNING FUND BALANCE</b>	<b>838,086</b>	<b>838,086</b>	<b>831,107</b>	<b>874,783</b>
<b>ENDING FUND BALANCE</b>	<b>870,274</b>	<b>831,107</b>	<b>874,783</b>	<b>870,274</b>

FOR MANAGEMENT USE ONLY

<b>MEETING DATE:</b> November 18, 2021		<b>ITEM # 2</b>	
	<b>SUBJECT:</b>		
	<p align="center"><b>CONSIDERATION OF RESOLUTION 21-11-01 ADOPTING FINDINGS NECESSARY TO CONTINUE CONDUCTING RECLAMATION DISTRICT 900 BOARD MEETINGS VIA TELECONFERENCE PURSUANT TO ASSEMBLY BILL 361</b></p>		
<b>INITIATED OR REQUESTED BY:</b>		<b>REPORT COORDINATED OR PREPARED BY:</b>	
<input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff		Greg Fabun, Interim General Manager	
<input type="checkbox"/> Other			
<b>ATTACHMENT</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Information	<input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action

**OBJECTIVE**

The objective of this report is to present sufficient information to the Reclamation District 900 (RD 900/District) Board of Trustees (Board) to continue remote (teleconference/videoconference) Board meetings by finding, pursuant to Assembly Bill 361 (AB 361), that the Board has reconsidered the circumstances of the state of emergency related to the COVID-19 Pandemic and that the Yolo County Public Health Officer continues to recommend measures to promote social distancing.

**RECOMMENDED ACTION**

Staff respectfully recommends that the Board adopt Resolution 21-11-01 finding that the Board has reconsidered the circumstances of the state of emergency and that the Yolo County Public Health Officer continues to recommend measures to promote social distancing.

**BACKGROUND**

Prior to the outbreak of the COVID-19 Pandemic (pandemic), the Ralph M. Brown Act (Brown Act) had numerous requirements for local government bodies wishing to meet remotely via teleconference or videoconference. These requirements are outlined in greater detail later in the report, but can generally be described as burdensome and, as a result, few bodies regularly met remotely.

In response to the outbreak of the pandemic, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency related to the pandemic. That proclamation applies statewide and remains valid. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (Executive Order), which temporarily suspended certain Brown Act requirements. Namely, the Executive Order suspended requirements that:

- local bodies notice each teleconference location from which a member participates in a public meeting;
- each teleconference location be accessible to the public;
- members of the public be allowed to address the body at each teleconference conference location;
- the local body post agendas at all teleconference locations; and,
- at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

Since that time, the Board has been conducting meetings via videoconference under the provisions of the Executive Order. On June 11, 2021—before the delta variant of COVID-19 was widespread in California—the Governor declared that the emergency Brown Act teleconferencing provisions would expire on September 30, 2021.

In light of the surge of COVID-19 spread since that time and recognizing a need for flexibility during future states of emergency, the Legislature passed, and the Governor signed AB 361. This legislation went into effect immediately upon the Governor's signing, September 16, 2021, and amended the Brown Act to add simplified procedures to make it easier to hold remote meetings during a state of emergency proclaimed by the Governor so long as certain other requirements are met.

In summary, the benefits of conducting remote meetings pursuant to AB 361 versus the alternative Brown Act procedure are as follows:

Brown Act Requirements (“Old Rules”)	AB 361 Rules
<ul style="list-style-type: none"> <li>Agendas <b>must</b> be posted at each teleconference location</li> <li>All teleconference locations must be listed on the agenda</li> </ul>	<ul style="list-style-type: none"> <li>Agendas <b>do not</b> need to be posted at each teleconference location</li> </ul>
<ul style="list-style-type: none"> <li>Each teleconference location <b>must</b> be accessible to the public, and the public <b>must</b> be allowed to offer comments from each location</li> </ul>	<ul style="list-style-type: none"> <li>Local agencies <b>do not</b> need to allow public participation at each (or any) teleconference location, but instead must “clearly advertise” how members of the public can participate on the agenda</li> <li>Public participation <b>must</b> allow for either a call-in option or an internet-based service option to directly address the body in real-time during public comment</li> <li>In the event the meeting broadcast is disrupted, the meeting <b>must</b> pause until it is restored</li> </ul>
<ul style="list-style-type: none"> <li>At least a quorum of the legislative body <b>must</b> be present within the agency’s territory</li> </ul>	<ul style="list-style-type: none"> <li>Legislative body members <b>may</b> participate from anywhere</li> </ul>

**ANALYSIS**

AB 361 requires that legislative bodies make the following findings by majority vote within 30 days of each meeting held under the AB 361 exemptions to the Brown Act in order to continue conducting meetings remotely:

- a) The legislative body has reconsidered the circumstances of the state of emergency; and,
- b) Either: 1) the state of emergency continues to directly impact the ability of the members to meet safely in person; or 2) state or local officials continue to impose or recommend measures to promote social distancing.

The Board’s last meeting was held remotely pursuant to AB 361. The recommendation before the Board is to adopt Resolution 21-11-01 making these findings so that the District’s public meetings may continue via teleconference pursuant to AB 361. Staff recommends adopting Resolution 21-11-01 at this time so that the Board may continue to meet via teleconference at its December 16, 2021, meeting. The conditions set forth by AB 361 allowing the continuation of meetings under certain exemptions from the Brown Act remain in place as both the Governor’s proclamation of state of emergency and the Yolo County Health Officer’s recommended measures to support social distancing are in effect.

**Alternatives**

The District’s primary alternatives are as follows.

1. Adopt Resolution 21-11-01, making the findings required by AB 361; or
2. Adopt Resolution 21-11-01, making the findings required by AB 361 with directed revisions; or
3. Decline to adopt Resolution 21-11-01, thereby not making the findings required by AB 361.

Staff is prepared to implement Alternative 1. Staff would discourage any substantive revisions under Alternative 2, as such revisions may not comply with AB 361. Staff would also discourage Alternative 3 as the Yolo County Health Officer’s guidance is to avoid large in person gatherings due to the COVID-19 pandemic.

**Coordination and Review**

This report was prepared in coordination with District counsel.

**Budget/Cost Impact**

There is no direct budget or cost impact associated with this item.

**ATTACHMENT**

1. Yolo County Health Officer's Memorandum Recommending Continuation of Remote Public Meetings
2. Resolution 21-11-01

## RESOLUTION 21-11-01

### A RESOLUTION OF RECLAMATION DISTRICT 900 ADOPTING FINDINGS NECESSARY TO CONTINUE CONDUCTING BOARD MEETINGS VIA TELECONFERENCE PURSUANT TO ASSEMBLY BILL 361

**WHEREAS**, since March 17, 2020, the Reclamation District 900 Board of Trustees (Board) has been meeting via video conference under certain exemptions from the Brown Act pursuant to Executive Order N-29-20; and

**WHEREAS**, on September 16, 2021, the Governor signed into law Assembly Bill (AB) 361 which created exemptions from some of the Brown Act requirements regarding teleconference or videoconference public meetings during declared states of emergency so long as certain other conditions are met (Government Code Section (54953(e))); and

**WHEREAS**, the Board met for the first time pursuant to AB 361 for its October 2021, regular meeting as allowed by AB 361; and

**WHEREAS**, the Board adopted Resolution 21-10-01 at its October 2021, regular meeting making findings to allow continued meetings by teleconference as allowed by AB 361; and

**WHEREAS**, the law requires legislative bodies to make certain findings pursuant to AB 361 in order to continue meeting via teleconference under the Brown Act; and

**WHEREAS**, pursuant to Government Code section 8635 et seq., the Board has the authority during a state of emergency to take all actions necessary to perform its functions in the preservation of law and order, preservation of the furnishing of local services, and protection of life and property, which includes the authority to direct meetings to be held via teleconference pursuant to this Resolution; and

**WHEREAS**, the Governor's proclaimed state of emergency due to the COVID-19 pandemic dated March 4, 2020, applies statewide and remains in place; and

**WHEREAS**, the Yolo County Health Officer continues to recommend social distancing measures in the interest of public health.

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED** that:

1. A state of emergency proclaimed by the Governor remains in effect related to the COVID-19 pandemic; and
2. The Reclamation District 900 Board of Trustees has reconsidered the circumstances of the state of emergency; and
3. Local officials (the Yolo County Health Officer) continue to recommend measures to promote social distancing; and
4. The Reclamation District Board of Trustees may continue to meet via teleconference pursuant to Government Code Section (54953(e)).

**PASSED AND ADOPTED** this 18<sup>th</sup> day of November 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Martha Guerrero, RD 900 President

**ATTEST:**

\_\_\_\_\_  
Ralph R. Nevis, RD 900 Attorney



# COUNTY OF YOLO

Health and Human Services Agency

*Karen Larsen, LMFT*  
Director

**Aimee Sisson, MD, MPH**  
Health Officer

MAILING ADDRESS  
137 N. Cottonwood Street • Woodland, CA 95695  
www.yolocounty.org

Date: September 22, 2021

To: All Yolo County Boards and Commissions

From: Dr. Aimee Sisson, Health Officer

Subject: Remote Public Meetings

In light of the ongoing public health emergency related to COVID-19 and the high level of community transmission of the virus that causes COVID-19, the Yolo County Public Health Officer recommends that public bodies continue to meet remotely to the extent possible. Board and Commissions can utilize the provisions of newly-enacted AB 361 to maintain remote meetings under the Ralph M. Brown Act and similar laws.

Among other reasons, the grounds for the remote meeting recommendation include:

- The continued threat of COVID-19 to the community. As of September 22, 2021, the current case rate is 24.1 cases per 100,000 residents per day. This case rate is considered “high” under the Centers for Disease Control and Prevention’s (CDC) framework for assessing community COVID-19 transmission; and
- The unique characteristics of public governmental meetings, including the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public governmental meetings, and the challenges of ensuring compliance with safety requirements and recommendations at such meetings.

Meetings that cannot feasibly be held virtually should be held outdoors when possible, or indoors only in small groups with face coverings, maximal physical distance between participants, use of a portable HEPA filter (unless comparable filtration is provided through facility HVAC systems), and shortened meeting times.

This recommendation is based upon current conditions and available protective measures. The Public Health Officer will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.

**Davis**  
600 A Street  
Davis, CA 95616  
Mental Health (530) 757-5530

**West Sacramento**  
500 Jefferson Boulevard  
West Sacramento, CA 95605  
Service Center (916) 375-6200  
Mental Health (916) 375-6350  
Public Health (916) 375-6380

**Winters**  
111 East Grant Avenue  
Winters, CA 95694  
Service Center (530) 406-4444

**Woodland**  
25 & 137 N. Cottonwood Street  
Woodland, CA 95695  
Service Center (530) 661-2750  
Mental Health (530) 666-8630  
Public Health (530) 666-8645

<b>MEETING DATE:</b> November 18, 2021		<b>ITEM # 3</b>	
<b>SUBJECT:</b>			
<b>CONSIDERATION OF A CONTRACT AMENDMENT WITH TRIAMID CONSTRUCTION FOR THE DREVER STREET CORPORATION YARD REMODEL</b>			
<b>INITIATED OR REQUESTED BY:</b>		<b>REPORT COORDINATED OR PREPARED BY:</b>	
<input type="checkbox"/> Board <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		 <hr/> Greg Fabun, Interim General Manger	
<b>ATTACHMENT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Information	<input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action

**OBJECTIVE**

The objective of this report is to provide sufficient information to the Reclamation District 900 (District) Board of Trustees (Board) to amend the contract with Triamid Construction of Central California Inc. for the 889 Drever Street Remodel related to Heating, Ventilation and Air Conditioning (HVAC) and other site improvements.

**RECOMMENDED ACTION**

It is respectfully recommended that the Board:

1. Approve Amendment No. 3 to the Contract with Triamid Construction of Central California Inc. in the amount of \$32,063.45; and
2. Grant the General Manager the authority to issue contract change orders not to exceed 10% (\$3,206) of Amendment 3.

**BACKGROUND**

The 889 Drever Street Remodel represents a significant step for the District in combining both field and office operations under one roof and with larger modernized facilities to suit the District's growth. The property was originally purchased in 2018. Plans were developed by Comstock Johnson (Architect) and on November 18, 2020, the Board awarded a construction contract to Triamid Construction of Central California Inc. (Triamid).

On May 20, 2021, the Board approved amendment 1 with Triamid in the amount of \$155,274 to address requirements during the permitting process and unforeseen site conditions encountered during initial phases of work.

On September 16, the Board approved amendment 2 with Triamid in the amount of \$47,813 for various site improvements including remove/replace asphalt, apply compacted aggregate base and to remove stockpiled spoils.

In November, Triamid presented a change order request to the District recommending replacing the roof HVAC units and to install bollards to protect fire hydrant, backflow and other water supply lines to the building.

**ANALYSIS****HVAC**

The original scope of work contemplated servicing the two 20-year old rooftop HVAC units, with some minor expected replacement parts such as wiring, refrigerate charge, etc. Both units were tested for cooling operation and found to be functional with acceptable cooling supply air temperatures and slightly elevated compressor power draw, which is a typical sign of aging equipment. However, when the units were tested for heat operation and despite confirmation of gas flow to both units, neither would not fire on heat mode, neither

gas valve would open, and neither igniter would light. These are typical indicators of a bad ignition control board. Unfortunately due to the age of the units, replacement ignition control boards are not available. Replacement units are therefore recommended. Staff would have likely recommended replacing the units due to the age, low efficiency ratings and general availability of parts. It is also common of older equipment to acquire cracked heat exchangers due to expansion and contraction over time, which the contractor could not confirm without flame function. Replacement cost is \$16,149.56.

**BOLLARDS**

The installation of bollards to protect the water infrastructure in the public right of way and the onsite driveway was inadvertently omitted from the original bid. Additionally, the Fire Department required the project to install a fire hydrant at the corner of Drever and to provide an additional fire supply line to the front of the building. These came as change orders, so bollards to protect these were not contemplated in the original design. It came to District and Triamid staff's attention as the team was prepping for final inspection by the City. A total of twelve bollards are needed at a cost of \$15,913.89.

Description	Amount
PCO #029	
Replace HVAC	\$16,149.56
PCO #032	
Install Bollards	\$15,913.89
<b>Total</b>	<b>\$32,063.45</b>

Alternatives

Staff recommends that the Board execute Contract Amendment 3 with Triamid Construction of Central California Inc. as listed in the recommended action. The Board may choose not to approve the amendment or to direct staff to change or reduce the scope of the amendment. This is not recommended as the additional work is needed to meet code and to comply with permit requirements.

Coordination and Review

This staff report has been coordinated with District legal counsel.

Budget/Cost Impact

If approved, the cost of the amendment, plus any future change orders as approved herein would be paid for as follows: 75% 900 Drainage budget, 22.5% Flood Maintenance budget, and 2.5% RD 537 budget.

**ATTACHMENT**

- 1) Contract Amendment No. 3 with Triamid Construction

**AMENDMENT NO. 3  
to the CONTRACT between  
Reclamation District No. 900 AND  
Triamid Construction of Central California, Inc.  
For the 889 Drever Street Remodel  
Dated January 26, 2021**

This Amendment No. 3 to the Contract between Reclamation District No. 900 ("RD 900") and Triamid Construction of Central California, Inc. ("Contractor"), dated January 26, 2021, is made and entered into effective as of November 18, 2021.

**RECITALS**

**WHEREAS**, the District and Contractor executed a Contract for Construction Services (Contract) on January 26, 2021, for the 889 Drever Street Remodel Project; and

**WHEREAS**, the District and Contractor executed Amendment No.1 to the Contract on May 20, 2021, to include additional scope and increased compensation by \$155,274 for a total base contract amount of \$882,059; and

**WHEREAS**, the District and Contractor executed Amendment No.2 to the Contract on September 16, 2021, to include additional scope and increased compensation by \$47,813 for a total base contract amount of \$929,872; and

**WHEREAS**, the Contractor has submitted a change request to replace the Heating, Ventilation and Air Conditioning system and other site improvements; and

**WHEREAS**, District staff has reviewed the scope and fee and concurs with the request; and

**WHEREAS**, the District and Contractor desire to amend said Contract to include the additional work as outlined in the Prime Contract Change Order (Exhibit A).

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

I. SCOPE OF SERVICES:

The scope of services as set forth in the Contract dated January 26, 2021, shall be revised to reflect the following:

Include the additional work identified in Exhibit "A" Prime Contract Change Order (PCCO) 010 attached hereto.

II. COMPENSATION:

The compensation is increased by \$32,063.45 for a total base contract amount of \$961,935.

Except as expressly amended herein, the January 26, 2021, Contract, as previously amended on September 16, 2021, remains in full force and effect.

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

Signatures on the following page.

**Reclamation District No. 900**

By: \_\_\_\_\_  
Martha Guerrero, RD 900 President

**Triamid Construction of Central California, INC.**

By: \_\_\_\_\_  
(Title)

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Ralph R. Nevis, RD 900 Attorney

# Exhibit "A"



Triamid Construction of Central California  
 3130 Fite Cir. Unit 1  
 Sacramento, California 95827  
 Phone: (916) 858-0397

**Project:** C-2021 - Reclamation District 900  
 889 Drever Street  
 West Sacramento, California 95691

**Prime Contract Change Order #010: PCCO #010**

<b>TO:</b>	Reclamation District 900	<b>FROM:</b>	Triamid Construction of Central California PO Box 1995 Rancho Cordova, California 95741
<b>DATE CREATED:</b>	11/04/2021	<b>CREATED BY:</b>	Katie Edwards (Triamid Construction of Central Califo)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>		<b>EXECUTED:</b>	No
		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	1:Reclamation District 900 Prime Contract	<b>TOTAL AMOUNT:</b>	\$32,063.45
<b>DESCRIPTION:</b>			
<b>ATTACHMENTS:</b>			

**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
029	Pricing for New HVAC		\$16,149.56
032	Pipe Bollards		\$15,913.89
<b>Total:</b>			<b>\$32,063.45</b>

**CHANGE ORDER LINE ITEMS:**

**PCO # 029: Pricing for New HVAC**

#	Budget Code	Description	Amount
1	23000-23-101.O H.V.A.C..Other		\$14,870.00
<b>Subtotal:</b>			<b>\$14,870.00</b>
OH&P (7.00% Applies to all line item types.):			\$1,040.90
Ins. & Bond Increase (1.50% Applies to all line item types.):			\$238.66
<b>Grand Total:</b>			<b>\$16,149.56</b>

**PCO # 032: Pipe Bollards**

#	Budget Code	Description	Amount
1	02 Site Work.O Site Work.Other		\$14,653.00
<b>Subtotal:</b>			<b>\$14,653.00</b>
OH&P (7.00% Applies to all line item types.):			\$1,025.71
Ins. & Bond Increase (1.50% Applies to all line item types.):			\$235.18
<b>Grand Total:</b>			<b>\$15,913.89</b>





Triamid Construction of Central California  
 3130 Fite Cir. Unit 1  
 Sacramento, California 95827  
 Phone: (916) 858-0397

**Project:** C-2021 - Reclamation District 900  
 889 Drever Street  
 West Sacramento, California 95691

**Prime Contract Potential Change Order #029: Pricing for New HVAC**

<b>TO:</b>	Reclamation District 900	<b>FROM:</b>	Triamid Construction of Central California PO Box 1995 Rancho Cordova, California 95741
<b>PCO NUMBER/REVISION:</b>	029 / 0	<b>CONTRACT:</b>	1 - Reclamation District 900 Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Katie Edwards (Triamid Construction of Central Califor)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	9/13/2021
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	#010 - PCCO #010
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$16,149.56

**POTENTIAL CHANGE ORDER TITLE:** Pricing for New HVAC

**CHANGE REASON:** No Change Reason

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*  
CE #035 - Pricing for New HVAC Unit

**ATTACHMENTS:**

#	Budget Code	Description	Amount
1	23000-23-101.O H.V.A.C..Other		\$14,870.00
<b>Subtotal:</b>			<b>\$14,870.00</b>
OH&P (7.00% Applies to all line item types.):			\$1,040.90
Ins. & Bond Increase (1.50% Applies to all line item types.):			\$238.66
<b>Grand Total:</b>			<b>\$16,149.56</b>

Jeff Reilly (Comstock Johnson Architects, Inc.)

Reclamation District 900

Triamid Construction of Central California

PO Box 1995  
 Rancho Cordova, California 95741

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE



## AIR CRAFT<sup>INC</sup>

CSLB #1018104

September 10, 2021

Brian Vallis  
[bvallis@triamid.com](mailto:bvallis@triamid.com)  
Triamid Construction  
11379 Trade Center Dr., Suite #360  
Rancho Cordova, CA 95742

Re: HVAC Proposal  
**Reclamation District 900 – HVAC Equipment Replacement**  
889 Drever Street  
West Sacramento, CA 95691

### HVAC Scope of Work

Provide:

1. Disconnect, removal and disposal of two (2) existing rooftop HVAC units to be replaced
2. Craning and rigging services, as required for the rooftop equipment work
3. Two (2) standard efficiency (York®, Bryant® or equal) rooftop HVAC units like for like in capacity
4. Duct smoke detectors (DSDs), wired for unit shut down upon the detection of smoke (the existing HVAC units do not appear to have DSDs, as required by current code)
5. Disconnect, modify and reconnection of gas and condensate drains, as required
6. Transitional ductwork, as required for connection to the existing rooftop ductwork
7. Startup and testing of the new HVAC systems

- \* *Disconnect, minor modifications and reconnection of electrical will be needed by the electrical contractor (if new electrical disconnects are needed or desired, they will need to be provided by the electrical contractor). We have included disconnect and reconnect of the existing gas and condensate drains accounted for in our scope.*
- \* *The new HVAC equipment will be placed on the existing wood sleepers currently being used.*

Add Price .....\$14,870.00

Clarifications and Assumptions

1. Our proposal includes prevailing wage requirements.

Exclusions

1. Electrical
2. Permits or fees
3. Repairs or warranties on existing HVAC systems or equipment
4. Repairs to existing non-code compliant or deficient conditions
5. Roof curbs
6. Roofing
7. Structural engineering or modifications

We appreciate the opportunity to provide you with a proposal. Please let us know if you have any questions regarding our proposed scope of work or if there is anything else that we can do to be of assistance.

Sincerely,

**Air Craft, Inc.**

Jarrold Richerson  
(916) 995-9700



Triamid Construction of Central California  
 3130 Fite Cir. Unit 1  
 Sacramento, California 95827  
 Phone: (916) 858-0397

**Project:** C-2021 - Reclamation District 900  
 889 Drever Street  
 West Sacramento, California 95691

**Prime Contract Potential Change Order #032: Pipe Bollards**

<b>TO:</b>	Reclamation District 900	<b>FROM:</b>	Triamid Construction of Central California PO Box 1995 Rancho Cordova, California 95741
<b>PCO NUMBER/REVISION:</b>	032 / 0	<b>CONTRACT:</b>	1 - Reclamation District 900 Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Katie Edwards (Triamid Construction of Central Califor)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	11/8/2021
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	#010 - PCCO #010
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$15,913.89

**POTENTIAL CHANGE ORDER TITLE:** Pipe Bollards

**CHANGE REASON:** No Change Reason

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*  
CE #040 - Pipe Bollard Requirements

**ATTACHMENTS:**

[19158 RFI Project - Sheet - RFI 17 B - Bollard Locations.pdf](#) , [\\_Triamid - Water Reclaim - Change Order #4 -21636.pdf](#)

#	Budget Code	Description	Amount
1	02 Site Work.O Site Work.Other		\$14,653.00
		<b>Subtotal:</b>	<b>\$14,653.00</b>
		OH&P (7.00% Applies to all line item types.):	\$1,025.71
		Ins. & Bond Increase (1.50% Applies to all line item types.):	\$235.18
		<b>Grand Total:</b>	<b>\$15,913.89</b>

Jeff Reilly (Comstock Johnson Architects, Inc.)

Reclamation District 900

Triamid Construction of Central California

PO Box 1995  
 Rancho Cordova, California 95741

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



# ADVANTAGE ASPHALT, INC.

LIC. NO. 762538

GENERAL ENGINEERING CONTRACTOR

WBE # 16001253

SBA # 2006507

## PROPOSAL/CONTRACT

11/10/2021

21636

PROPOSAL DATE

PROPOSAL NUMBER

BUYER AND MAILING ADDRESS
TRIAMID Construction of Central Ca. Inc. 11379 Trade Center Dr Ste 330  Rncho Cordova CA 95742-6262
PHONE NUMBER E-MAIL ADDRESS
916-858-0397

JOB NAME AND JOB LOCATION
PW!! RECLAMATION DISTRICT 900 889 Drever St  W Sacramento CA 95691 21636 - CC-AC-ST
ESTIMATOR
SED

QTY	Description	Rate	Amount
1	CHANGE ORDER #4	\$0.00	\$0.00
2	BOLLARD INSTALL - 12 EA 1. Core 10" core in asphalt for new bollards. 2. Reclaim slurry. 3. Dig holes for new bollards. 4. Off Haul debris.	\$275.00	\$550.00
12	PLACE 6" BOLLARDS 1. Set new bollard. 2. Place new 6 sac concrete around bollard and infill bollard.	\$1,175.25	\$14,103.00
1	BOLLARD LOCATIONS FIRE RISER - 4 EA BACK FLOW - 4 EA FIRE HYDRANT - 2 EA INGROUND FIRE SPRINKLER PIPE - 2 EA	\$0.00	\$0.00



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## PROPOSAL/CONTRACT

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BUYER AND MAILING ADDRESS	
TRIAMID Construction of Central Ca. Inc. 11379 Trade Center Dr Ste 330	
Rncho Cordova CA 95742-6262	
PHONE NUMBER	E-MAIL ADDRESS
916-858-0397	

JOB NAME AND JOB LOCATION
PW!! RECLAMATION DISTRICT 900 889 Drever St
W Sacramento CA 95691 21636 - CC-AC-ST
ESTIMATOR
SED

## ACCEPTANCE

Please sign and return.

**ADVANTAGE ASPHALT, INC. PROPOSES** to perform the above work for the sum of: **\$14,653.00**

BUYER NAME (PRINT): \_\_\_\_\_ ADVANTAGE ASPHALT INC: \_\_\_\_\_

BUYER SIGNATURE: \_\_\_\_\_ **Note:** Proposal may be withdrawn if not accepted within 30 days

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

(Acceptance Date)

**Payment Terms:** DUE UPON RECEIPT OF INVOICE

**ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and hereby accepted. Advantage Asphalt, Inc. is authorized to do the work as specified. By signing this proposal, you are agreeing to our terms & conditions on the following pages.**

**PAYMENT BY CREDIT CARD - A five percent (5%) increase is added to the proposed sum in the event BUYER elects to pay by credit card.**



# ADVANTAGE ASPHALT, INC.

LIC. NO. 762538

GENERAL ENGINEERING CONTRACTOR

WBE # 16001253

SBA # 2006507

## PROPOSAL/CONTRACT

11/10/2021

21636

PROPOSAL DATE

PROPOSAL NUMBER

### A. GENERAL CONTRACT TERMS AND CONDITIONS FOR A-1 ADVANTAGE ASPHALT, INC. (ADVANTAGE ASPHALT):

1. All materials are guaranteed to be as specified in the contract. All work will be completed in a workmanlike manner, according to standard practices.
2. All prices included in this proposal/contract are based on one (1) single week day mobilization during normal working hours (Mon-Fri 7:00 AM – 5:00 PM), excludes nights, weekends, or holidays unless otherwise stated in scope of work.
3. Prevailing wage rates are not included in this proposal/contract, unless otherwise noted. If it is later determined, either known or unknown to BUYER, that the work within this scope requires prevailing wage rates, BUYER agrees to pay Advantage Asphalt any additional costs incurred by us to cover the difference including any fines, fees, or interest.
4. If any municipality or city specification(s) alter(s) the BUYER's instructions, including the scope of work as detailed, and additional costs are incurred, the additional costs will be incurred by the BUYER.
5. Advantage Asphalt will call USA North 811 DIG ALERT for underground utility markings. Advantage Asphalt shall not be liable for any expense due to damage of electric, gas, water, or communication lines or any other object or utility not properly marked or omitted by USA North 811 DIG ALERT, or where any service is located less than 18 inches from the surface of the ground.
6. If either party becomes involved in any litigation arising from or relating to this contract, payment, or the performance of it, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees, court costs, lien proceeding costs, and reimbursement for time invested in the collections process.
7. Interest at the rate of one- and one-half percent (1½ %) per month will be charged on all unpaid balances over 30 days.
8. All credit card payments will be charged a five percent (5%) convenience fee as charged by the bank.

### B. GENERAL TERMS AND CONDITIONS FOR ANY SCOPE OF WORK PERFORMED:

1. BUYER, or BUYER'S authorized agent, shall furnish safe, timely, and suitable access for all equipment and material to all areas of work.
2. Landscape watering will need to be turned off 24 hours prior and after any work.
3. Work area to be cleared of all subcontractors, cars, through traffic, landscape materials, dumpsters, and any other obstructions within the work area.
4. BUYER shall be responsible for the removal of any parked vehicles in the work area impeding the work.
5. Advantage Asphalt will provide and set up vehicular barricades or cones to block vehicle access in the driveways. Proposal/contract excludes fencing or caution tape being placed around the perimeter of the job site. By signing this agreement, BUYER agrees to hold Advantage Asphalt harmless, and will indemnify and defend from any claim of injury or death from any non-authorized person who enters the job site.
6. BUYER shall be responsible for providing sufficient notification to anyone in the area that may be affected by the parking lot or road closure caused by the work.
7. It may be necessary to postpone the project if weather conditions will not allow for a finished project that meets industry standards. Project to commence upon mutual agreement between BUYER and Advantage Asphalt.
8. Advantage Asphalt will not be obligated to perform any work to correct damage caused by any hidden conditions such as unknown subsurface conditions, code upgrades, or unforeseen construction deficiencies unless included in the written specifications of scope of work included in this proposal/contract.
9. Advantage Asphalt may be held responsible for damage to property or injury to persons caused by or arising out of our work, but only to the extent caused by our negligent acts or omissions.

#### B1. EXCLUSIONS:

1. Engineering, surveying, plans, permits, encroachment permits, bonding, traffic control plans, or fees.
2. Traffic control; unless otherwise stipulated on the proposal/contract.
3. Prevailing wage rates.
4. Vehicle towing.
5. Trimming and/or pruning of vegetation in work area, landscape off haul.
6. Soils testing, soils, or sub-grade suitability assessment, and/or pot holing.
7. Tenant or customer notification.
8. Discovery, handling, removal and/or abatement of toxic or hazardous materials discovered during work.
9. Any item not specifically detailed on the proposal/contract.
10. Payment retention of any kind for any reason.



**ADVANTAGE  
ASPHALT, INC.**

LIC. NO. 762538

GENERAL ENGINEERING CONTRACTOR

WBE # 16001253

SBA # 2006507

**PROPOSAL/CONTRACT**

11/10/2021

21636

PROPOSAL DATE

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**C. SPECIFIC TERMS AND CONDITIONS FOR PAVING AND CONCRETE SCOPE OF WORK:**

1. If any aggregate base is needed due to unsatisfactory sub-grade which requires additional excavation, additional charges will be incurred by the BUYER and a written Contract Change Order may be required. If the subsurface is wet or inadequate and sub-base will not stabilize after compaction, then any additional cost for further excavation and replacement to stabilize the subsurface shall be negotiated by Advantage Asphalt's representative and the BUYER or BUYER'S representative prior to any additional work commencing. BUYER will incur additional costs.
2. When the asphalt/concrete to be removed is thicker than the specified depth, additional charges will be added to the proposal/contract amount reflecting the unit cost for the appropriate thickness (it is nearly impossible to determine asphalt/concrete depth before it has been opened up).
3. If any paving stabilization fabric or other type of material is found in the asphalt to be removed, additional disposal fees may apply. This fee is not included in the proposal/contract. This cost is dictated by the material plant receiving the off-hauled spoils and is contingent upon their acceptance.
4. When the area to be paved has a drainage slope less than one- and one-half percent (1½ %), Advantage Asphalt cannot guarantee proper water drainage. Advantage Asphalt will not be responsible for any bird baths (puddles) which may occur. Bid does not include engineered plans for drainage on existing pavement surfaces. Any adjustments to the scope of work due to drainage problems which may be discovered while we are on site, may require a Contract Change Order and additional charges may be incurred, especially if it is discovered after the paving is complete.
5. Bid does not include replacing wheel stops broken during construction. Unit cost of \$95.00 each to replace.
6. New concrete may crack. This may be caused by numerous naturally occurring conditions. Advantage Asphalt will do its best to design new concrete to mitigate cracking. Advantage Asphalt cannot guarantee that new concrete will not crack and, most assuredly, it will.
7. Unless specified in our proposal/contract, replacing gate or traffic sensor loops is excluded. Raising fences, gates, electrical boxes, utility boxes, monitoring well lids, and all other objects is excluded from our scope of work.
8. Landscaping or sod may become damaged during the demo and construction process, including irrigation lines.
9. BUYER has been informed and agrees that performing work during cold weather can lead to aesthetic and or structural deficiencies. Any corrective work required to address these issues is not included in this proposal/ contract and the BUYER will incur additional costs to correct. Cold weather is considered 55 degrees and lower for paving.

**C1. EXCLUSIONS:**

1. Special noise abatement procedures.
2. Any landscape, sod, or sprinkler repair that may have been damaged during the work.
3. Any possible required upgrades per the Americans With Disabilities Act (ADA), unless specifically stated in the proposal/contract.
4. Gate sensor loop or traffic light sensor loop repair or replacement.

**D. SPECIFIC TERMS AND CONDITIONS FOR SEAL COAT, CRACK SEALER, AND STRIPING SCOPE OF WORK:**

1. Bid based on one (1) single week day mobilization unless otherwise noted. Each additional move-in is \$995.00.
2. Advantage Asphalt agrees to seal coat the asphalt pavement as outlined by this agreement with the product specified herein. The intended use of seal coating material is to resurface and protect existing asphalt pavement and is not intended to restore badly damaged pavement, nor to permanently seal cracks.
3. Advantage Asphalt will not be responsible for any damage to newly seal coated areas caused by pedestrians, animals, or vehicles. This includes any tracking of seal coat material outside of work area onto private property, including cleaning, repairing, or replacing any concrete, carpet, or flooring.
4. Crack seal will not be applied to failed/alligatored pavement areas, or along buildings or concrete joints. No guarantee is given for crack sealing. Crack seal material will sink and sag in wider cracks and this is considered an acceptable industry standard. Crack sealer will always be visible underneath seal coat and will expand and contract depending on temperature.
5. Scuffing and tracking is common after crack sealing and seal coating on all types of asphalt surfaces. These marks will gradually disappear over time and do not compromise the protective nature of the treatment.
6. All pavement markings will be done with high quality industry standard material and include a single coat application. No warranties are implied on pavement striping and/or marking.



# ADVANTAGE ASPHALT, INC.

LIC. NO. 762538

GENERAL ENGINEERING CONTRACTOR

WBE # 16001253

SBA # 2006507

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11/10/2021

21636

PROPOSAL DATE

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7. Curb paint will bubble, chip, or peel if there are existing layers of paint. Our proposal/contract includes costs for broom cleaning of the curb only.

8. Unless otherwise stated in the scope, the parking lot paint markings will be repainted to match the existing layout. There is no corrective action of any ADA discrepancies or of any non-code compliance in this scope. ADA discrepancies may exist throughout the parking area to be striped. It is recommended to consult with an attorney that specializes in ADA law or a CASp inspector for an ADA assessment prior to beginning with this work. Advantage Asphalt makes no representation regarding whether any portion of this work complies with ADA guidelines.

### D1. EXCLUSIONS:

1. ADA upgrades or corrections to the parking lot layout.
2. ADA signage, unless otherwise stated in the proposal/contract.
3. Sand blasting or scraping of heavily painted and bubbling curb paint.

### E. SPECIFIC TERMS AND CONDITIONS FOR ADA (American with Disabilities Act) SCOPE OF WORK:

1. If this Scope is based on a set of plans and a scope of work provided by BUYER, Advantage Asphalt will follow the scope and plans provided. If Advantage Asphalt has designed the scope of work submitted with this proposal/contract, we will follow that scope as approved by BUYER. Advantage Asphalt warrants that all work within our proposed scope is based on the standards within CA Title 24 and Federal ADA Accessibility Guidelines.
2. It is recommended that BUYER has the final plans reviewed by a CASp inspector to ensure all provisions of either the BUYER'S scope or our scope are consistent with the interpretations of the local jurisdictions. Any changes to this scope of work either before or during construction as requested by a CASp inspector or local jurisdiction inspector may require a Contract Change Order and BUYER may incur additional charges.
3. If a post construction CASp inspection is required, then BUYER'S CASp certified inspector shall be present during all phases of construction. If corrections to the scope are requested by the CASp inspector after the work has been completed and no CASp inspector was present during construction, then BUYER may incur additional costs for any alterations to this work.
4. It is the BUYER'S responsibility to pull permits with the local municipality having jurisdiction. If permits are not obtained by the BUYER and the city or county having jurisdiction shuts down the operation after work commences, BUYER agrees to pay Advantage Asphalt for all work completed and any additional move-in costs for additional move-ins required to complete the job.
5. The scope of work within this proposal/contract does not (and cannot) indemnify you from every possible interpretation of these codes or any future ADA/Access lawsuit brought by a party that disagrees with this scope or is just wrong in their allegations.

### E1. EXCLUSIONS:

1. Civil Engineering plans or a Civil Engineer's stamp of approval.
2. Engineering, building permits, encroachment permits, or any other permit, and/or fees.
3. Any additional work required to complete transitions to the detailed scope due to elevations or topography being significantly greater than expected.
4. Any items not detailed in the provided scope.

\*\* Scheduling of the work with a Notice to Proceed by way of an email will be considered acceptance of this contract, with all its terms, and becomes legal and binding without being signed. Any email authorization to proceed with Contract Change Orders shall be incorporated herein and accepted as part of this contract.

\*\* Due to major instability within the oil industry, significant price spikes have been impacting our costs for materials and trucking. We have attempted to absorb these costs, but they continue to increase without warning. This greatly impacts our ability to honor this proposal/contract for any given length of time. Unfortunately, if our costs continue to increase beyond the day this proposal/contract was given, we will have to adjust our bid to reflect these increases. We apologize for the inconvenience.

**All work is guaranteed against failure due to faulty material or workmanship for a period of one (1) year.**

\*\*\* Non-Payment, as per terms of contract, voids all warranties. \*\*\*

**F. SPECIFIC TERMS AND CONDITIONS FOR GRADING AND DIRT WORK:**

1. Our proposal/contract is based on our quantities as derived from the bid set of plans. Should there be any discrepancies between the final approved plans and the bid plans, minor adjustments may be made at the bid unit price.
2. One mobilization per phase, and one continuous operation each mobilization.
3. Any phasing of work will result in additional costs due to reduction in production and added move-ins.
4. Our proposal/contract is based on having clear, unobstructed continuous access to all areas of work for each stage of work (i.e. grading, underground, concrete and paving).
5. Any work requested by BUYER to be performed in inclement weather or over optimum moisture conditions, will result in additional costs that will be negotiated with the BUYER.
6. Any overtime requested by the BUYER to expedite completion of this project must be approved prior to the work being done and any additional costs will be negotiated.
7. Pricing subject to review of final plans, soils reports, and proposal/contract documents.
8. If this proposal/contract is accepted, we will participate in constructing a mutually agreeable schedule.
9. This bid is based on availability of an on-site water source; no provision for rationing is included.
10. Any material to be exported will require a letter from BUYER certifying material is nontoxic and/or non-hazardous.
11. Extra work will be done at cost, plus 15 percent (15%).

**F1. EXCLUSIONS**

1. Engineering, surveying, plans, permits, encroachment permits, bonding, traffic control plans, or fees.
2. Testing, excavation, removal, handling or other related costs caused by the discovery of contaminated, hazardous, corrosive and/or buried materials on the project site.
3. Soil sterilization, prime coat, or fog seal.
4. Signs, pavement markings, striping, monuments, and speed bumps.
5. Adjusting or patching of utility iron.
6. Repairs to existing roadways due to construction traffic.
7. Removal of trees and fences or removal of surface or buried debris.
8. Asphalt, concrete, electrical, fence, irrigation, or landscape work unless noted in proposal/contract.
9. Header boards.
10. Erosion control, including all aspects of installation, maintenance, and removal.
11. Offsite improvements.
12. Removal or handling of spoils.
13. Sub-grade stabilization (i.e. lime treatment, stabilization fabric, etc.).
14. Removal and/or re-compaction of "soft" or unstable areas.
15. Dust control when our crews are not physically working on the site, such as after normal working hours and weekends.
16. Preparation of or payment for a Dust Control Plan.

**NOTICE OF CANCELLATION**

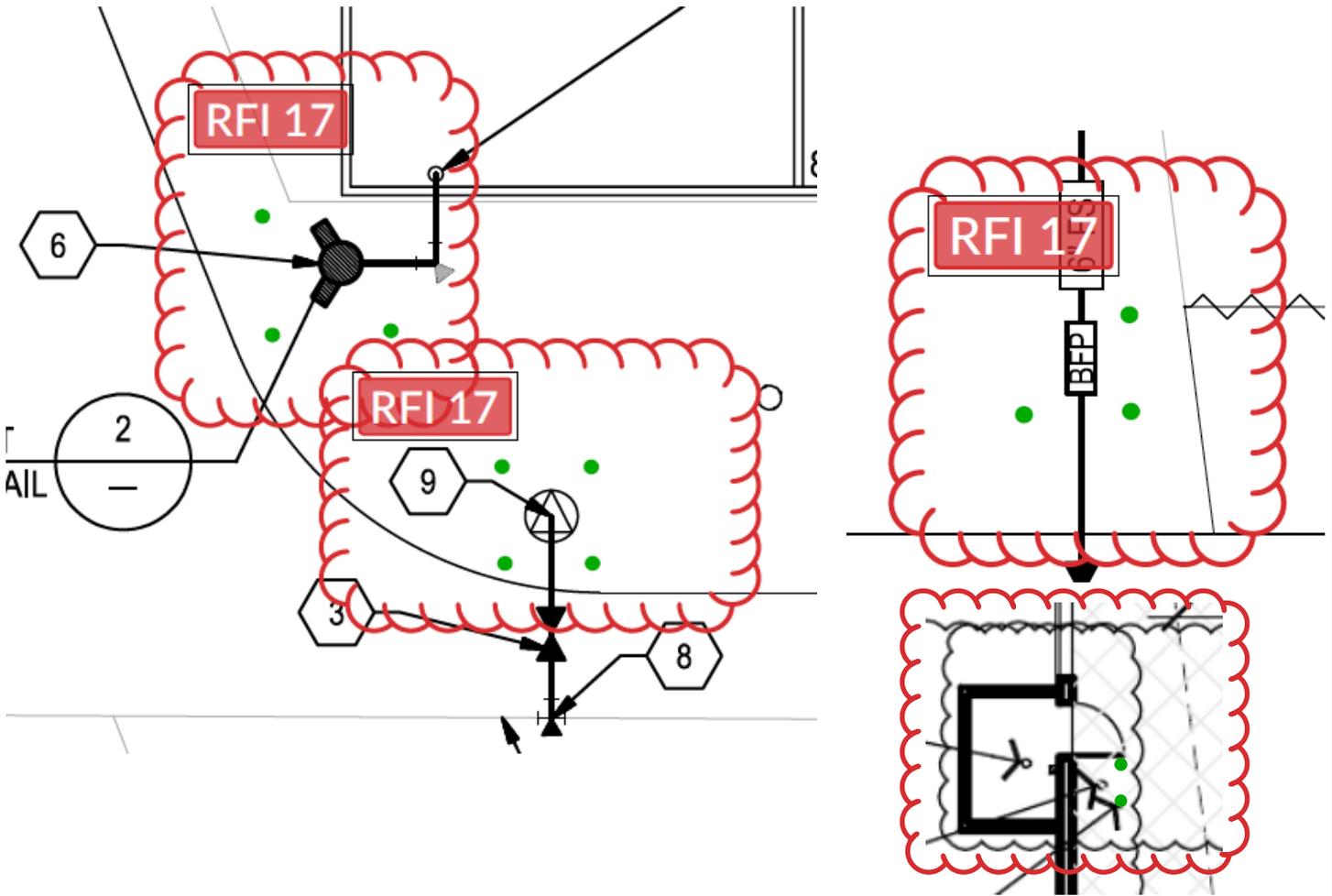
You may cancel this transaction, without any penalty or obligation, within three (3) business days from the acceptance date of this contract. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by Advantage Asphalt of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to Advantage Asphalt at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of Advantage Asphalt regarding the return shipment of the goods at Advantage Asphalt's expense and risk. If you do make the goods available to Advantage Asphalt and it does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Advantage Asphalt, or if you agree to return the goods to Advantage Asphalt and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail, fax, or deliver a signed and dated copy of the cancellation notice, or any other written notice, or send a telegram to: Advantage Asphalt, 10308 Placer Lane, Sacramento, CA 95827, not later than midnight of the third business day following the acceptance date of this contract (see front). Please call 916-388-2020 to inform us of your intentions.

“State law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the license category in which the contractor is going to be working - if the total price of the job is \$500.00 or more (including labor and materials). Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees. You may contact the Contractors State License Board to find out if this contractor has a valid license. The Board has complete information on the history of licensed contractors, including any possible suspensions, revocations, judgments, and citations. The Board has offices throughout California. Please check the government pages of the White Pages for the office nearest you or call 1-800-321-CSLB for more information.”

“Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento CA 95826.”

**MECHANICS LIEN WARNING**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you that it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 1-800-321-CSLB (2752). Remember, if you do nothing, you risk having a lien placed on your home. This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.”



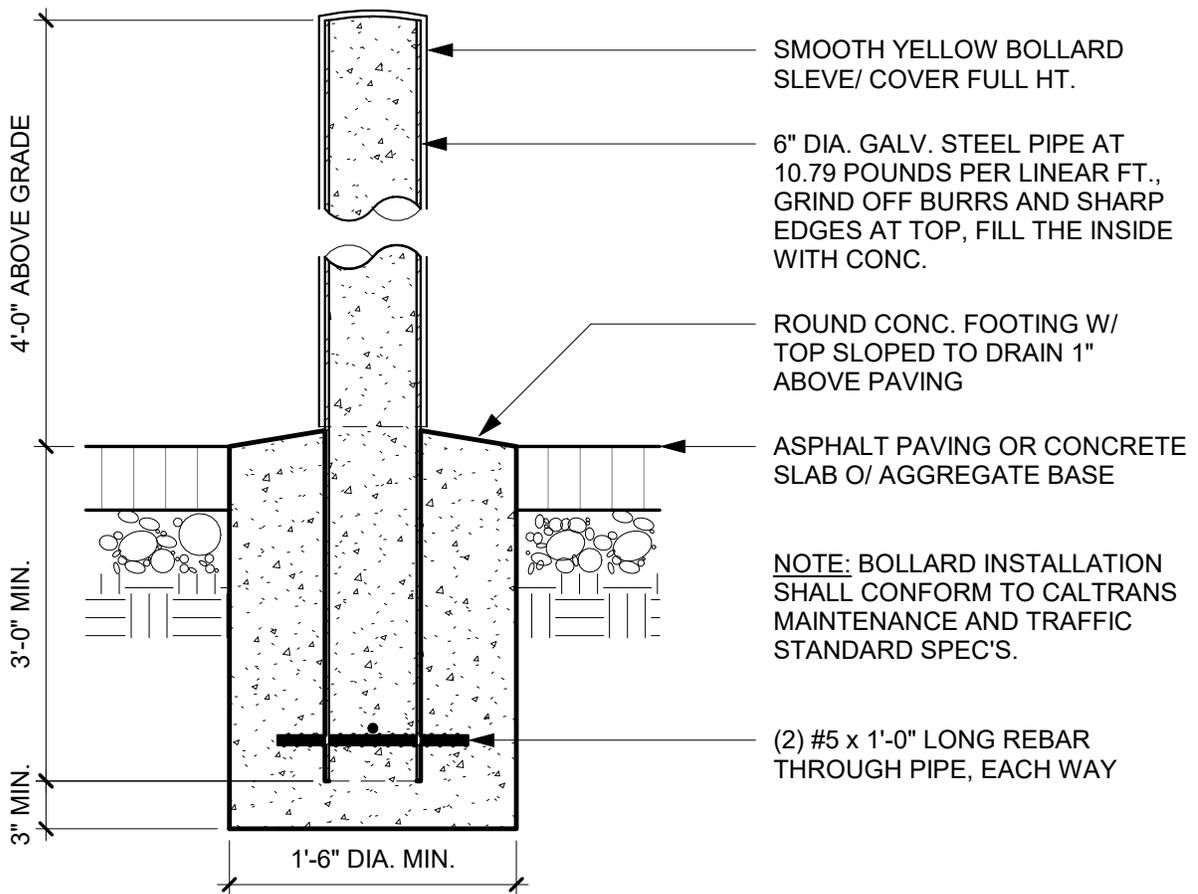
BOLLARDS SHALL BE PLACED AT THE TRAFFIC SIDE OF EACH OF THE ABOVE GROUND FIRE PROTECTION COMPONENTS (AS SHOWN ABOVE, IN GREEN) EXCEPT THAT THE HYDRANT SHALL HAVE A TOTAL OF 4 BOLLARDS PLACED AT CORNERS. HYDRANTS SHALL BE PLACE A MINIMUM OF 3'-0" FROM THE COMPONENTS WITH NOT GREATER THAN 6'-0" SPACE BETWEEN ANY TWO ADJACENT BOLLARDS.

RD 900  
889 Drever St.  
West Sacramento, CA  
95691

U-HAUL OF WEST SACRAMENTO

### Bollard Locations

Date	11/04/2021	RFI 17 B
Project No.	2019158.00	
Drawn By	JJR	



## STEEL PIPE BOLLARD

RD 900  
889 Drever St.  
West Sacramento, CA  
95691

U-HAUL OF WEST SACRAMENTO

## Bollard Clarification Detail

Date 11/04/2021

Project No. 2019158.00

Drawn By

JJR

**RFI 17 A**

Scale 1" = 1'-0"

**REGULAR MEETING OF THE  
RECLAMATION DISTRICT 900  
October 21, 2021  
Minutes**

Pursuant to Government Code section 54953, as amended by Assembly Bill 361 (2021), and due to the State of Emergency declared by the Governor on March 4, 2020, members of the Reclamation District 900 Board of Trustees participated in this regular meeting using the Zoom meeting platform. To reduce the spread of COVID-19, members of the public were invited to watch the meeting via livestream on YouTube at <https://youtu.be/l-nDDFhMTNk>.

The meeting was called to order at 6:03 PM by President Guerrero. Also in attendance at the meeting were: Trustees Ledesma, Orozco, Alcala and Early-West; Interim General Manager Fabun and District Counsel Nevis.

**GENERAL ADMINISTRATION – PART I**

**Entry No. 1**

Heard General Administration Functions as follows:

A. None.

B. District Financial Update

Interim General Manager Fabun reported on the monthly revenue and expenses for August 2021. The 900 drainage fund's starting balance was \$5.98M. Revenue was \$2.47M (booked the full assessment) and expenditures were \$240k, leaving an ending balance of \$8.21M. The Levee fund's starting balance was approximately \$2.56M. There was no revenue and expenditures totaled \$62.8k, resulting in an ending fund balance of \$2.50M. The 537 Drainage fund's starting balance was \$831k. Revenue was \$48.3k (booked the full assessment) and expenditures were \$7.5k, leaving an ending balance of \$872k. The Agency's combined cash position at the end of August was \$9.95M.

Trustee Ledesma inquired about the increase in total expenditures from July to August (transfer to CIP and Compensation). General Manager Fabun replied that the increase was due to two things: 1) multiple invoices for the Drever Project booked in Aug; and 2) post-employment payouts for the Assistant General Manager.

**CONSENT AGENDA – PART II**

**Entry No. 2**

Consideration of Resolution 21-10-01 Adopting Findings Necessary to Continue Conducting Reclamation District 900 Board Meetings Via Teleconference Pursuant to Assembly Bill 361.

**Entry No. 3**

Consideration of Approval of a Quitclaim Deed to Transfer a Reclamation District 900 Easement to Parella Estates, LLC.

**Entry No. 4**

Consideration of a Contract with Cropper Accountancy Corporation to Provide Financial Auditing Services for the 2021-2022 Fiscal Year.

**Entry No. 5**

Consideration of Authorization And Submission of the Special Districts and Other Agencies Authorization Form to Yolo County to Reflect Changes in District Management and Signing Authority.

**Entry No. 6**

Consideration of approval of the September 16, 2021, meeting minutes.

MOTION: Orozco                      SECOND: Ledesma                      AYES: Guerrero, Ledesma, Orozco, Alcala, Early-West  
NOES: None                              ABSTAIN: None                              ABSENT: None

The Consent Agenda passed 5-0, by roll call vote.

**REGULAR AGENDA – PART III**

Entry No. 7

District Project Updates:

Interim General Manager Fabun reported out on Assessment Administration, completion of the South Cross Levee Patrol Road Project, Recruitments, Levee Inspections, Flood Fight Training (Nov 16) and the status of the New Start and construction funding for WSAFCA/Flood Project. Additional detail on a few key items follows.

Mr. Rogelio Cornejo started with the District as a Maintenance Worker I on September 30. The General Manager recruitment started the week of October 18. Interviews are expected to take place in December.

Blacker Canal Project – recent roll back of the definition of “Waters of the US” requires the District to consult with the US Army Corps of Engineers for a determination and possible Section 404 permit.

Drever Corp Yard Project – all building improvements are complete with the exception of the HVAC. Both units have failed to provide heat and due to the age, replacement parts are no longer available. Staff requested a formal proposal from Triamid. Staff will likely request an amendment to the Triamid contract at the November meeting.

CalTrans Trash Capture Project – new project in which CalTrans requests permission from the District to install a trash capture unit in one of the District’s main ditches parallel to Bus 80/Hwy 50 that feeds Lake Washington as a storm water best management practices. If installed, would have a direct benefit to the District as it will remove trash/debris that would ultimately be transported to District facilities and pump station. More to come as Caltrans advances design. Permission/approval from the District will be required.

Trustee Ledesma asked for more information on funding opportunities for the Flood Project. Mr. Fabun reported that there is several \$billion for the USACE in the Bipartisan Infrastructure Bill. Staff is hopeful that the West Sac Project will receive a sizeable investment – several hundred million up to full federal funding.

President Guerrero provided an update on AB 921. Mr. Fabun reported that he is working on that bill with City staff and will provide reports at future meetings. Senator Pan has agreed to carry/introduce the bill. President Guerrero and Trustee Ledesma requested that two Board members participate in the final interviews and that dates be identified as early as possible. Mr. Fabun stated he would work with the recruiting firm and President Guerrero to identify dates as soon as possible.

Entry No. 8

President Guerrero welcomed the new Board member, Trustee Early-West. She also acknowledged the effort of District before, during and after storm events and requested a meeting to meet with staff to thank them.

Entry No. 9

Adjourned at 6:40 PM.

MOTION: Alcalá	SECOND: Orozco	AYES: Guerrero, Ledesma, Orozco, Alcalá, Early-West
NOES: None	ABSTAIN: None	ABSENT: None

The adjournment passed 5-0, by roll call vote.



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Greg Fabun, Interim General Manager/Secretary  
Reclamation District 900



# Progress Report

November 18, 2021

## ADMINISTRATION/FINANCE

### ASSESSMENT ADMINISTRATION

No updates to report.

### CORRECTIVE ACTION PLAN

The Board adopted a Corrective Action Plan (CAP) at a Special Board Meeting on March 25, that addresses the findings from the 2019/20 District Single audit. The following table shows progress for each of the planned actions as stated in the CAP:

Finding	Recommendation	Target Date	Complete Date
2020-3	Written policies and procedures to comply with "Uniform Guidance" for federal awards	12/31/21	In progress

### SHARED SERVICES AGREEMENT

No updates to report.

### RECRUITMENTS

The GM recruitment is not attracting many applicants and the few that have applied do not possess the desired experience. Staff is working with the recruiter to expand the advertising network. Questions/feedback from prospective applicants indicates that salary is a major factor. Interviews will be postponed unless and until a decent pool of *qualified* applicants is received. Staff will also work with the recruiter to see if any of the current applicants may be qualified and interested in the Asst. GM position.

### COMPUTER/IT ASSESSMENT

An evaluation of the District's computer/IT systems was completed on April 12. Recommendations include computer upgrades, installation/use of Office 365, and creating a OneDrive account for the District for file sharing. A CIP budget request was approved by the Board in June with the adoption of FY 2021/22 budget. Staff is working with the City's IT division to recommend and spec the new equipment. It is expected to have the new equipment on board and operational for the transition to the new Drever Corp Yard facility later this fiscal year.

## OPERATION AND MAINTENANCE

### LEVEE MAINTENANCE

The significant storm event that occurred on October 24 exposed some desiccation cracking on the Southport setback levee, which posed some concern to District and WSAFCA staff. There were two areas where cracks were observed: Area 1, located near the Yacht Club; and Area 2, located about a quarter mile south of Davis road. All observed cracks were located at the landside shoulder of the levee crown. In coordination with staff from WSAFCA, Blackburn Consulting (Southport Geotech design firm) and MHM Engineering, District staff performed some minor excavation at the Area 1 cracks. No underlying structural deficiencies were observed, but due to approaching storms and time of year (flood season), it was recommended to secure Area 1 until the spring when a more thorough excavation could be performed to determine the cause of the cracks at this location. Area 2 cracks were confirmed to be "normal" desiccation cracks and could be repaired with localized fill/compaction and was performed by District staff. See attached draft report from Blackburn Consulting for a thorough explanation of observations and recommendations. Erosion rills were found on the landside seepage berm behind the Riva condominiums. Staff tarped this area to protect from further erosion and will recompact when weather and workload permit.

**DRAINAGE**

Pump Station Maintenance: Prior to the start of the storm events, staff performed pump/motor routine maintenance and clearing of debris at pump station inlets. During storm events, staff worked rotating shifts and overtime to ensure proper operation at all pump stations and performed some minor corrective maintenance as needed.

Canal/Detention Facilities Maintenance: Staff continues to perform routine and maintenance of all canals and detention facilities. This will continue throughout the rainy season.

**SYSTEMWIDE INVESTMENT FRAMEWORK (SWIF)**

WSAFCA is still waiting for a response/approval from the USACE on the final SWIF. Of particular importance for the USACE for approval is demonstrating progress towards correcting deficiencies.

LWA has begun work to identify all levee encroachments and to research status on whether they are permitted by the CVFPB. Goal of this effort is to: 1) identify and remove all deficiencies for *permitted* encroachments; and 2) develop a course of action to resolve *unpermitted* encroachments.

**PROJECTS****BLACKER CANAL STABILITY PROJECT**

Following completion of the environmental process and NEPA certification, staff will work with CalOES and FEMA to finalize and execute the cost share agreement for construction. Additional funds were requested and approved that cover the additional costs to have a biologist on site during construction and to account for design modifications for the dewatering requirement and to account for increase cost of construction as it has been roughly 3 years since the original grant application. Construction is expected to occur in 2022.

Environmental: Staff is working with Marcus Bole & Associates to complete the draft CEQA document and to get to public review as well as permitting requirements with US Fish & Wildlife, the USACE, the RWQB and the CA Dept of Fish & Wildlife. Changes vacating the previous Administration's definitions of Waters of the US has complicated matters with the USACE for making jurisdictional determinations decisions.

Plans and Specifications: Once the environmental review and certification process is complete, the plans will be updated to include the dewatering requirement. The construction cost estimate will also be updated.

**DREVER CORP YARD PROJECT**

Work completed this past month included asphalt paving, compacted aggregate on non-paved areas, driveways, fencing (partial) and correcting some minor deficiencies on interior and exterior doors. Repairs to the roof were made to fix minor leaks that occurred during the major storm on October 24. Both HVAC units failed to start to provide heat. Parts to repair are no longer available so staff is bringing an item to the Board to replace both units. Staff also requested and is evaluating proposals from security/alarm services and anticipates bringing an item to the Board in December.

**CalTrans Trash Capture Project**

The project proposes to install a Gross Solid Removal Device (GSRD) in the RD 900 canal on the south side of Hwy 50 between the I-80 interchange and Harbor Blvd. Nothing new to report on this item.

**PERIODIC LEVEE INSPECTIONS****DWR/USACE**

Inspections completed, nothing new to report

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**EMERGENCY PREPAREDNESS****2021 EMERGENCY PREPARATION/FLOOD SEASON COORDINATION**

Staff will attend DWR flood fight training w/ American River Flood Control District on November 16.

Staff met with City staff for our regular flood/emergency management meeting. Of note was the desire to incorporate a small tabletop training exercise in conjunction with the regular pre-flood season coordinating meeting this fall.

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**COORDINATION WITH OTHER AGENCIES****AB 921 (STATE FLOOD CONTROL BILL)**

Senator Pan has agreed to take up the City's "Flood Bill". The Interim General Manager is working with the City's Public Relations Manager and the City's state lobbyist to move this legislation forward. The team is working with Pan's staff and committee staff on draft language to introduce.

**CENTRAL VALLEY FLOOD PROTECTION BOARD (CVFPB)**

No updates to report.

**CITY OF WEST SACRAMENTO**

Staff is coordinating with the City's Parks Director on possible means of providing ADA access to levee trails that don't also enable motorized vehicles to gain access. There are no updates to provide on the Linden Trailhead project, or the Bridgeway Lakes water level solution.

**WEST SACRAMENTO AREA FLOOD CONTROL AGENCY WSAFCA)**

The supplemental NEPA/CEQA document is out for public review (Nov 5 thru Dec 6). A virtual public meeting is scheduled for November 17, from 6 to 7pm. The public can register and attend the event through the following link [WSAFCA Yolo Bypass East Levee Reach Project](#). CEQA certification by WSAFCA is expected at the regular December Board meeting. The construction New Start and \$17.8M in funding is expected to be approved with the E&WD Bill, hopefully by the end of the Continuing Resolution (12/3). There may be additional federal funding for the West Sac Project in the Corps Work Plan (or Spending Plan) that will follow approval of the Bipartisan Infrastructure Bill – expected to be signed by the president on November 15.

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**FUTURE**

December 16, 2021 – WSAFCA Board Meeting  
December 16, 2021 – RD 900 Board Meeting



File No 3187.X  
November 4, 2021

Mr. Kyle Sanchez  
MHM, Inc.  
1204 E. Street, P.O. Box B  
Marysville, CA 95901

**Subject: MEMORANDUM: OBSERVATIONS AND RECOMMENDATIONS FOR EDGE CRACKS,  
DEPRESSIONS AND SOFT SOIL CONDITIONS ALONG LANDSIDE SHOULDER  
Southport EIP Setback Levee  
West Sacramento, California**

Dear Mr. Sanchez,

MHM, Inc. requested Blackburn Consulting (Blackburn) prepare this Memorandum to document our observations and recommendations for the edge cracks, depressions, and soft soil conditions observed at two areas identified by Reclamation District (RD) 900 along the landside shoulder of the Southport EIP setback levee in West Sacramento, California. Area 1 is located just north of the Yacht Club entrance road near Southport EIP Setback Levee at Station 212+00. Area 2 is located near Station 101+00. RD 900 personnel had observed the cracks and depressions over the past year. The cracks and depressions became more apparent after record breaking rainfall (over 5" in 24 hours) that occurred in the Sacramento area October 24 through October 25, 2021.

## **AREA 1 OBSERVATIONS AND RECOMMENDATIONS**

Nicole Hart and Bryce Moore with Blackburn performed a site visit to Area 1 on October 27, 2021 at the request of Greg Fabun with the West Sacramento Flood Control Agency (WSAFCA) and RD 900. During this site visit, Blackburn noted several depressions and longitudinal cracks along the landside aggregate base shoulder (AB) near the slope hinge. The depressions were about 4 inches wide and extended laterally from the levee road access gate to approximately 45 feet north (upstream) of the gate. We could probe vertically/down 1½ feet at most locations and to at least of 4 feet in one of the depressions with very little effort with a hand probe, and 3 feet longitudinally with very little effort at one of the depressions.

The following photos show Area 1 looking upstream and downstream.

**MEMORANDUM: OBSERVATIONS AND RECOMMENDATIONS FOR EDGE CRACKS AND SOFT SOIL CONDITIONS**

**Southport EIP Setback Levee**

**West Sacramento, CA**

November 4, 2021



Blackburn's Nicole Hart and Bryce Moore met again with RD900, WSAFCA, MHM, Inc. and HDR representatives on October 29, 2021 to observe the subsurface conditions at Area 1. During the site visit, RD900 used a backhoe to scrape away the AB (approximately 14-inches thick) down to the top of the levee soil. The removed AB indicated that the depressions appear to begin near the outside edge of the road section geotextile fabric below the AB road. We were able to probe down at least 4 feet in the depressions at some locations with very little effort with a hand probe next to the AB road/fabric. We observed no signs of slope movement (such as bulging) on the approximately 3:1 (horizontal to vertical) landside slope below the cracks/depression during our site visits. The face of the slope below the depressions/cracks was difficult to probe more than about 6 to 8 inches with a hand probe. RD 900 replaced the AB and covered the area with plastic weighted with sandbags protect the area from further surface water infiltration during upcoming rain events. The plastic covered the landside shoulder and extended down the landside levee slope to the top of the seepage berm.

Blackburn's Nicole Hart and Bob Lokteff met again with RD900, WSAFCA, MHM, Inc. and HDR representatives at Area 1 on November 2, 2021. The area appeared well-protected with plastic and sandbags to reduce infiltration of surface water into the depressions during this season's future storm events (see photo below). We observed indications of soft surface soil erosion and depressions on the waterside slope of the Yacht Club access road embankment near Area 1 where we could probe about 1 to 2 feet deep with very little effort. These were areas that appeared to be subjected to significant surface soil runoff during the recent significant rain event.



Based on the above, there does not appear to be a potential for the conditions to detrimentally impact the performance of the levee. We recommend the following:

- Keep the area securely covered with plastic through the rainy season.
- Monitor the area during the rainy season and contact Blackburn if additional depressions are observed in and/or adjacent to this area.
- After the rainy season, have Blackburn investigate the area with several test pits into the areas of cacks/depression to help determine the cause and extent of the depressions and soft soil and provide recommendations for more permanent mitigation.
- Revegetate the setback levee slope as needed after mitigation repair.

## **AREA 2**

Blackburn's Nicole Hart and Bob Lokteff met with RD900, WSAFCA, MHM, Inc. and HDR representatives on November 2, 2021 to observe longitudinal cracks near the landside slope hinge near Station 100+00 in Area 2. The cracks were up to about 2-inches wide and extended over 50-feet longitudinally (see photo below). In general, we were able to probe vertically down the cacks 14 to 16 inches deep with little effort with a hand probe. At one location we were able to probe about 3 feet deep with little

effort. We observed no slope distress/bulging on the approximately 3:1 slope below the cacks and we could only probe the face of the slope about 6 inches deep with a hand probe.

Based on our observations at Area 2 and previous studies and investigations for RD 784 in Yuba County that had very similar levee cracks, the cracks appear to be relatively shallow desiccation cracks that are fairly common on clay levees in the area. These types of cracks:

- Tend to become especially noticeable after successive years of extreme heat and little rain, which has occurred in the Sacramento area.
- Become more visible after significant rain events that clean out and partially widen the upper part of the cack.
- Occur near the slope hinge due to surface geometry, boundary conditions and stress distributions.
- Extend a couple feet deep and become relatively thin within about a foot of the surface.
- Have not been known to lead to slope instability or impact the performance of levees and typically fall under Operation and Maintenance.



We recommend the following:

- Fill the top portion of the crack with AB and compact the AB into the crack with a Jumping jack compactor to help limit direct infiltration of surface water into the crack. If necessary, additional AB may be added to maintain the 3(H):1(V) levee slope.
- Contact Blackburn if additional cacking is observed in this area.



## **LIMITATIONS**

Blackburn prepared this Memorandum for MHM, Inc. for this specific areas and conditions described above. It should not be relied upon by others or for other locations without Blackburn’s written consent.

Blackburn based the conclusions and recommendations in this Memorandum on site conditions we observed at the time of our field visits. Conditions along the Southport EIP levee could differ from those we observed.

Blackburn prepared this Memorandum in accordance with generally accepted geotechnical standard of practice currently being used in this area.

Please call if you have questions or require additional information. Thank you.

Sincerely,

**BLACKBURN CONSULTING**

Reviewed by:

Robert B. Lokteff, PE, GE  
Senior Principal

Nicole C. Hart, PE  
Senior Project Manager

Copies: 1 to Addressee (PDF)