

AGENDA

REGULAR MEETING OF RECLAMATION DISTRICT 900

SEPTEMBER 16, 2021

Martha Guerrero, President

Norma Alcala, Trustee
Quirina Orozco, Trustee

Chris Ledesma, Trustee

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

6:00 PM CALL TO ORDER

Pursuant to the Governor's Executive Order N-29-20, members of Reclamation District 900 and staff will participate in this meeting via a teleconference. To reduce the spread of COVID-19, members of the public are asked to watch the meeting livestream at https://youtu.be/B_p_ixTpMbc and to submit comments in writing by 5:00 pm on September 16, 2021.

To submit a comment in writing, please email admin@rd900.org and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 5:00 pm will be provided to the Reclamation District Board and posted on the website. The comments submitted shall become part of the record of the meeting.

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. DISTRICT FINANCIAL UPDATE

CONSENT AGENDA – PART II

2. CONSIDERATION OF A CONTRACT WITH LARSON WURZEL AND ASSOCIATES (LWA) TO PROVIDE PROJECT AND ADMINISTRATIVE SUPPORT SERVICES FOR THE 2021 AND 2022 FLOOD MAINTENANCE ASSISTANCE PROGRAM (FMAP)
Comment: This item seeks Board approval to award a contract to LWA to assist with project implementation and administration for work associated with correcting deficiencies identified in the System Wide Improvement Framework (SWIF) for the West Sacramento basin
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 to incorporate changes in scope and price related to paving and other site improvements.
4. GRANT OF A TEMPORARY WORK AREA EASEMENT TO THE WEST SACRAMENTO AREA FLOOD CONTROL AGENCY FOR THE YOLO BYPASS EAST LEVEE PROJECT AND DELEGATION OF AUTHORITY TO THE DISTRICT GENERAL MANAGER OR DESIGNEE TO ISSUE RIGHTS OF ENTRY ONTO DISTRICT PROPERTY FOR INVESTIGATIONS IN SUPPORT OF THE FEDERAL WEST SACRAMENTO PROJECT

Comment: This item requests Reclamation District 900 Board of Trustees to grant a Temporary Work Area Easement to the West Sacramento Area Flood Control Agency for construction of the Yolo Bypass East Levee Project and to authorize the RD 900 Interim General Manager or designee to issue rights of entry for environmental/geotechnical investigations and surveying on District property in support of the federal West Sacramento Project.

5. CONSIDERATION OF APPROVAL OF THE AUGUST 19, 2021, MEETING MINUTES

REGULAR AGENDA – PART III

6. DISTRICT PROJECT UPDATES
7. TRUSTEE COMMENTS
8. ADJOURN

I, Greg Fabun, Interim General Manager/Secretary, declare under penalty of perjury that the foregoing agenda for the September 16, 2021, meeting of Reclamation District 900 was posted on September 13, 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.



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. 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
900 Drainage
Statement of Revenues and Expenditures
July 31, 2021

	Year to Date	
	FY 2021/22	July
REVENUES		
4300 Retiree Healthcare	489	489
4501 Transfer In(shared cost RD537)	1,323	1,323
4502 Transfer In (shared costs Levee)	11,907	11,907
TOTAL REVENUES	13,719	13,719
EXPENDITURES		
Administrative and Overhead		
5010 Permits and Fees	(1,764)	(1,764)
5030 Liability/Auto Insurance	4,979	4,979
5040 Professional Fees	11,135	11,135
5050 Office	2,369	2,369
Subtotal	16,719	16,719
Labor and Related		
5210 Compensation	19,229	19,229
5220 Benefits	12,480	12,480
5260 Workers Compensation	1,469	1,469
5270 Uniforms	153	153
5280 Training and Licensing	59	59
Subtotal	33,390	33,390
Operation and Maintenance		
5410 Facilities	4,286	4,286
5420 Herbicides	3,357	3,357
5440 Debris and Trash Removal	2,054	2,054
5450 Professional Fees	3,241	3,241
5460 Equipment	5,976	5,976
Subtotal	18,914	18,914
Transfer Out		
6000 Transfer Out CIP	130,249	130,249
TOTAL EXPENDITURES	199,272	199,272
CHANGE IN FUND BALANCE	(185,553)	(185,553)
BEGINNING FUND BALANCE	6,222,110	6,222,110
ENDING FUND BALANCE	6,036,557	6,036,557

FOR MANAGEMENT USE ONLY

RECLAMATION DISTRICT 900
Levee Maintenance
Statement of Revenues and Expenditures
July 31, 2021

	Year to Date	
	FY 2021/22	July
TOTAL REVENUES	-	-
EXPENDITURES		
Operation and Maintenance		
5450 Professional Fees	1,226	1,226
Subtotal	1,226	1,226
Transfer Out		
5300 Transfer Out for Shared Costs	11,907	11,907
5500 Transfer Out CIP	39,075	39,075
Subtotal	50,982	50,982
TOTAL EXPENDITURES	52,208	52,208
CHANGE IN FUND BALANCE	(52,208)	(52,208)
BEGINNING FUND BALANCE	1,806,419	1,806,419
ENDING FUND BALANCE	1,754,211	1,754,211

FOR MANAGEMENT USE ONLY

RECLAMATION DISTRICT 900
537 Drainage
Statement of Revenues and Expenditures
July 31, 2021

	Year to Date	
	FY 2021/22	July
TOTAL REVENUES	-	-
EXPENDITURES		
Administrative and Overhead		
5010 Permits and Fees	1,314	1,314
Subtotal	1,314	1,314
Transfer Out		
5300 Transfer Out for Shared Costs	1,323	1,323
6000 Transfer Out CIP	4,342	4,342
Subtotal	5,665	5,665
TOTAL EXPENDITURES	6,979	6,979
CHANGE IN FUND BALANCE	(6,979)	(6,979)
BEGINNING FUND BALANCE	838,086	838,086
ENDING FUND BALANCE	831,107	831,107

FOR MANAGEMENT USE ONLY

RECLAMATION DISTRICT 900
Combined Financial Position
Statement of Revenues and Expenditures
July 31, 2021

	i	ii	iii	Σi,iii
Beginning Fund Balance 6/30/21	6,222,110	1,806,419	838,086	8,866,615
TOTAL REVENUE	13,719	-	-	13,719
TOTAL EXPENDITURES	199,272	52,208	5,656	258,459
CHANGE IN FUND BALANCE	(185,553)	(52,208)	(5,656)	(244,740)
ENDING FUND BALANCE 7/31/21	6,036,557	1,754,211	832,430	8,621,876

FOR MANAGEMENT USE ONLY

MEETING DATE: September 16, 2021		ITEM # 2		
SUBJECT:				
CONSIDERATION OF A CONTRACT WITH LARSEN WURZEL & ASSOCIATES, INC. TO PROVIDE PROJECT AND ADMINISTRATIVE SUPPORT SERVICES TO CORRECT UNACCEPTABLE ITEMS IDENTIFIED IN THE WEST SACRAMENTO SYSTEM-WIDE INVESTMENT FRAMEWORK				
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:		
<input type="checkbox"/> Board	<input checked="" type="checkbox"/> Staff	 Greg Fabun, General Manager		
<input type="checkbox"/> Other				
ATTACHMENT <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 execute a contract with Larsen Wurzel & Associates Inc. (LWA) to provide administrative support and project support services to RD 900 to correct deficiencies identified in the System Wide Investment Framework (SWIF).

RECOMMENDED ACTION

Staff respectfully recommends that the RD 900 Board:

- 1) Authorize the Board President to execute a contract with Larsen Wurzel & Associates Inc. (Attachment 1) in the total amount of \$98,250, and direct LWA to proceed with Tasks 1 and 2 upon execution of the contract; and
- 2) Authorize the General Manager to issue written notice pursuant to the terms of the contract to LWA to commence and complete Task 3 upon satisfaction of the state-funding contingency set forth in the contract.

BACKGROUND

The West Sacramento Levee System (Levee System) is part of the National Levee Database System as well as the State Plan of Flood Control Levee System. Until recently, the District, along with Reclamation District 537 and State Maintenance Area 4, were each responsible for the operation and maintenance of their respective jurisdictional areas of the Levee System. In 2020, the District took over operation and maintenance of the levees for that portion of the former RD 537 that lies within the West Sacramento city limits.

The US Army Corps of Engineers (Corps) conducted a Periodic Inspection (PI) of the Levee System between July 28, 2014, and September 4, 2014, and transmitted the results of the PI to the Local Maintaining Agencies (LMA's) in a letter dated July 24, 2015. The letter stated the PI resulted in an overall "unacceptable" rating for the levee system and the system was therefore deemed inactive in the Corps' PL 84-99 Rehabilitation Program.

In order to maintain eligibility in the PL 84-99 Program, a Letter of Intent (LOI) to develop a System-Wide Investment Framework (SWIF) to correct the unacceptable deficiencies noted in the PI must be submitted to and approved by the Corps. Since there were multiple LMA's in the West Sacramento basin, it was agreed by the three LMA's that the West Sacramento Area Flood Control Agency (WSAFCA) would take the lead to coordinate and develop both the LOI and the SWIF on their behalf.

WSAFCA submitted a draft LOI to the Central Valley Flood Protection Board (CVFPB) on January 12, 2016, and by doing so, restored the levee system eligibility in the PL 84-99 Program. The LOI was ultimately approved by the Corps on June 29, 2018. Following approval of the LOI, WSAFCA submitted a draft SWIF to the CVFPB on March 27, 2020. After two rounds of review and comment by both the CVFPB and the Corps, a final SWIF was submitted to the CVFPB on June 24, 2021, to submit to the Corps. WSAFCA anticipates receiving Corps approval of the SWIF in the near term.

ANALYSIS

In accordance with the SWIF, the LMA’s must make reasonable annual progress to correct the unacceptably rated inspection from the PI. As “manager of the SWIF”, WSAFCA is required to submit annual reports to the CVFPB and CORPS demonstrating “adequate” progress made by the LMA’s.

The table below from the SWIF identifies the deficiencies noted in the PI. The top five deficiency categories, outlined with bold borders in the table below, directly affect eligibility in the PL 84-99 Program and is the focus of the SWIF. The categories highlighted in red were rated unacceptable in the inspection report, with immediate corrective action needed. The categories highlighted in yellow have individual observations rated as unacceptable that need to be addressed within two years of date of the PI Report. Addressing all of the items (red and yellow) within two years is simply not possible due to multiple factors including cost, environmental permitting, interagency and public coordination, and long lead times for many of the items. The SWIF was developed to provide a framework to address these items over time through a risk-first approach under a thoughtful plan. Active management and adequate progress and reporting under the SWIF will ensure the Levee System retains eligibility in the PL 84-99 Program.

Table 4.1 Summary of Unacceptable Rated Items per Segment										
Levee Embankment Deficiency	West Sacramento – Sac Yolo South Levee System									
	MA04	SAC2	LOV5	LOV2	NTSN	WS1S	WS2N	WS2S	WSCL	Total
Encroachments	66	6	19	2	23	52	10	18	3	199
Closure Structures	0	0	0	0	0	0	2	0	0	2
Slope Stability	0	0	0	0	0	0	0	1	0	1
Erosion & Bank Caving	1	2	0	0	0	4	0	2	0	9
Animal Control	3	2	3	1	2	0	0	1	0	12
Vegetation Growth	18	7	7	6	5	15	2	5	8	73
Sod Cover	5	2	2	0	0	0	0	0	0	9
Settlement	0	1	0	0	0	0	0	0	0	1
Depressions/Rutting	2	1	1	0	3	18	0	2	0	27
Cracking	0	0	0	1	0	0	0	0	0	1
Riprap Revetments & Bank Protection	0	0	0	0	0	5	0	0	0	5

*Color codes are for the entire segment rating; individual items within each segment may be “U-red” or “U-yellow”

Red = “Unacceptable” rated segment – contains at least one “U-red” individual observation

Yellow = “Minimally Acceptable” rated segment – contains no “U-red” individual observations

RESOURCES

Additional resources will be required in order for the District to make adequate progress. One resource available to the District is WSAFCA as it implements the West Sacramento Federal Levee Project (Federal Project). The Federal Project is slated to begin construction in 2022 and will correct many of the deficiencies where they “intersect” with project reaches as they are constructed over the next nine years. The Corps has been very clear that simply relying on the Federal Project to correct is not an adequate plan to address deficiencies and to maintain PL 84-99 Program eligibility. WSAFCA will continue to assist the District with SWIF implementation and management, coordinating planned activities, and preparing and submitting the annual progress report to the Corps via the CVFPB.

Under contract with WSAFCA, Larsen Wurzel & Associates, Inc. (LWA) developed a GIS-based database to help WSAFCA work with the LMA’s to geo-locate and prioritize various categories of deficiencies, and to be able to prioritize potential work/projects that are better aligned with the levee projects implemented by WSAFCA under the Federal Project. Utilizing their GIS system and expertise, LWA provided a proposal and scope of work to assist the District to ensure that adequate progress is made towards resolving outstanding deficiencies.

Their proposal focuses on two major categories in the table above, Encroachments (Task 1) and Closure Structures (Task 2). More detail is provided in Exhibit A of the attached contract. Under Task 3, which is expressly contingent upon state funding availability, LWA would provide management support for the SWIF, including database management and annual reporting. LWA will also assist with securing funding, as may be available, to facilitate resolution of deficiencies.

FUNDING

District's Levee O&M Fund – The Levee O&M fund is the only source of on-going funding the District receives that can be utilized for SWIF implementation. With the current fund balance and the need for the District to maintain a large reserve in case of a major levee repair, staff recommends using other funding sources first and only use the Levee O&M fund as a last resort or to fill small gaps in funding on an as needed basis.

Grants – Various FEMA and other grants are generally available annually and may be a source of funding for SWIF implementation. Grants typically have a local match requirement. The Levee O&M Fund (reserves) could serve as the local match. Applying for grants would be evaluated on a case by case basis, depending on timing, grant fund availability and local match requirement.

Flood Maintenance Assistance Program (FMAP) – Probably the best source of funding for SWIF implementation is the State's FMAP. The FMAP is an available and reliable source of funding that the District has used just about every year to implement large construction projects and to help offset the cost of general levee maintenance. Per the FMAP guidelines, any of the activities identified by DWR or CORPS during periodic inspections that help achieve acceptable level of maintenance to assure system performance are eligible for funding from FMAP. FMAP also has no required local match. Accordingly, staff recommends use of FMAP as the primary source of funding for SWIF implementation.

Staff recommends executing a contract with LWA as they are uniquely qualified to assist the District in implementing the SWIF and in making meaningful annual adequate progress. If approved, staff will work with the State to amend current FMAP agreements to include the scope provided by LWA and to use current FMAP allocations for 2021 and 2022. Staff would also include the LWA scope items, in conjunction with other District scope items, in future FMAP funding applications.

Alternatives

Staff recommends the Board approve the contract as presented in the recommended actions. Alternatively, the Board may choose not to execute the contract, and/or direct staff to return with additional proposals. Staff does not recommend these alternatives as the deadline to complete work under 2021 FMAP is December 31 of this year.

Coordination and Review

This item was coordinated between District staff and District counsel.

Budget/Cost Impact

The cost of the services requested will be reimbursed by the State through the Flood Maintenance Assistance Program. Minimal staff time for SWIF implementation coordination and project management is not expected to be at a level that would exceed normal project management activities.

ATTACHMENTS

- 1) Contract for Services – LWA

CONTRACT FOR SERVICES

THIS CONTRACT is made on September 16, 2021, by and between RECLAMATION DISTRICT NO. 900 ("DISTRICT"), and Larsen Wurzel & Associates Inc. ("Consultant").

WITNESSETH:

WHEREAS, the DISTRICT desires consulting services for support in implementing the System Wide Improvement Framework; and

WHEREAS, the Consultant has presented a proposal for such services to the DISTRICT, dated July 26, 2021, (attached hereto as **Exhibit "A"**) 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 Task 1 and Task 2 of **Exhibit "A"**. Task 3 is contingent on availability of state funding. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in Task 3 of **Exhibit "A"** to the extent state funding is available for that Task and Consultant is thereafter directed in writing by the DISTRICT to undertake Task 3. 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 the DISTRICT. The Consultant shall have no power or authority by this Contract to bind the DISTRICT 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 the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the DISTRICT. The DISTRICT 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 the DISTRICT and shall be undertaken and completed by December 31, 2023.

B. Consultant's failure to complete work in accordance with Section 2A may result in delayed compensation as described in Section 3.

C. The DISTRICT General Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for up to two, one-year periods in the manner provided in Section 5, provided that such extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall the total compensation exceed ninety-nine thousand three hundred thirty six dollars (\$98,250), without the DISTRICT's prior written approval. Consultant's fees shall be as specified in the Budget section of their proposal included in **Exhibit "A"** for Tasks 1 and 2. Compensation for Task 3, which is contingent upon eligibility for state funding as set forth herein, shall not exceed the line item cost for Task 3 as set forth in **Exhibit "A"**.

B. Said amount shall be paid upon submittal of a monthly billing showing work performed towards completion of the tasks that month. Consultant shall furnish the DISTRICT with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. 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 the DISTRICT's failure to conform with 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 the DISTRICT, 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. This Contract may be terminated by the DISTRICT by giving not less than thirty (30) calendar days' written notice by email or by US mail of intent to terminate.

B. The DISTRICT may temporarily suspend this Contract, at no additional cost to the DISTRICT, provided that the Consultant is given written notice in accordance with Section 4A of temporary suspension. If the DISTRICT gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

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

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the DISTRICT shall be

entitled to all work, including but not limited to, appraisals, inventories, 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 DISTRICT 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 THE DISTRICT:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the DISTRICT, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the DISTRICT shall be entitled to, and the Consultant shall deliver to the DISTRICT, 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 DISTRICT 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 the DISTRICT.

8. COMPLIANCE WITH ALL LAWS:

A. 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.

B. Consultant warrants to the DISTRICT that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform 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 the DISTRICT on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the DISTRICT, is no longer employed by Consultant, or is replaced with the written approval of the DISTRICT, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the DISTRICT for services which fail to meet the above professional and legal standards, and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the DISTRICT may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the DISTRICT, which will not be unreasonably withheld. Consultant shall be as fully responsible to the DISTRICT 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 DISTRICT which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the DISTRICT 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 the DISTRICT.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, 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 DISTRICT's conflict of interest code in accordance with the category designated by the DISTRICT, unless the DISTRICT General Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the DISTRICT code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the DISTRICT conflict of interest code if, at any time after the execution of this Contract, the DISTRICT 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 DISTRICT.

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 the DISTRICT, 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. The DISTRICT 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 the DISTRICT, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the DISTRICT. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the DISTRICT 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 (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the DISTRICT with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. 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 the DISTRICT. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the DISTRICT as a material breach of this Contract. Approval of the insurance by the DISTRICT shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. 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.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the DISTRICT, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury 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 and **\$2,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 0714 naming the DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the DISTRICT, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the DISTRICT shall be primary as respects the DISTRICT, its officers, officials, employees and any insurance or self insurance maintained by the DISTRICT, 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.

iii. 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.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles 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** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, 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.

C. In addition to any other remedy the DISTRICT may have, if Consultant fails to maintain the insurance coverage as required in this Section, the DISTRICT may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the DISTRICT may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the DISTRICT.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to the DISTRICT and are subject to the consent and approval of the DISTRICT, which shall not be unreasonably withheld.

F. The requirement as to types, limits, and the DISTRICT'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.

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 the DISTRICT 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:

the DISTRICT: Greg Fabun
1420 Merkley Ave. #4
West Sacramento, CA 95691
gregf@cityofwestsacramento.org
916-628-1066

Consultant: Eric Nagy
2450 Venture Oaks Way, Suite 240
Sacramento, CA 95833
eric@larsenwurzel.com
916-600-9749

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Yolo County California, regardless of where else venue may lie.

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

[Signatures on following page]

RECLAMATION DISTRICT NO. 900

By: _____
Martha Guerrero, RD 900 Board President

ATTEST:

By: _____
Greg Fabun, RD 900 General Manager

APPROVED AS TO FORM:

By: _____
Ralph R. Nevis, RD 900 Attorney

CONSULTANT

By: _____
Title:

EXHIBIT A

Consultant Proposal/Scope of Work

LARSEN WURZEL
& Associates, Inc.

September 10, 2021

Reclamation District 900
Attn: Mr. Greg Fabun, General Manager
1420 Merkley Ave. #4
West Sacramento, CA 95691

Subject: Proposal for Support in Implementing the System Wide Improvement Framework

Dear Mr. Fabun:

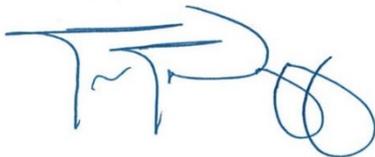
Larsen Wurzel and Associates, Inc. (LWA) is pleased to submit the attached scope of work and budget (**Exhibit 1**) to support Reclamation District (RD) 900 in addressing unacceptable items identified within the System Wide Improvement Framework (SWIF) submitted through the Central Valley Flood Protection Board (CVFPB) to the US Army Corps of Engineers (USACE) by the West Sacramento Area Flood Control Agency (WSAFCA). LWA anticipates this support to RD 900 will include (1) review of existing encroachments and the associated action, as necessary, to ensure proper permitting and (2) research and the development of a work plan to address unique deficiencies. As an optional task, LWA will also support RD 900 in general SWIF management and assistance.

Ms. Madeline Baker is expected to lead this effort during an initial thirty-month period of service extending from July 1, 2021 to December 31, 2023 with support from other staff at LWA. The estimated budget to provide the attached scope of work is **\$98,250**. Work will be charged on an actual time and materials basis up to the identified not-to-exceed amount in accordance with the attached fee schedule (**Exhibit 2**). LWA will send requests for payment to the RD 900 on a monthly basis based upon the services delivered.

We appreciate the opportunity to support RD 900 with this effort. If you agree with the attached scope of work and proposed budget, please provide your standard professional services subcontract to LWA for review and execution. Please feel free to contact me directly at (916) 600-9749 with any questions or comments you have regarding this scope of work and budget.

LWA looks forward to the opportunity to work with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Eric E. Nagy', with a stylized flourish at the end.

Eric E. Nagy, PE
Principal
Larsen Wurzel & Associates, Inc.

SCOPE OF WORK AND BUDGET RD 900 SWIF Support

This Scope of Work (SOW) describes the estimated level of effort and the associated budget anticipated as necessary to support RD 900 with implementing the SWIF submitted through the CVFPB to USACE by WSAFCA. The SOW attempts to anticipate the needs of RD 900 for the term of the agreement but may require future refinement based on changes in project scope or strategic direction. If additional work is required, LWA will notify the RD 900 and seek a contract amendment based on a revised SOW and budget.

It is expected that the term associated with this SOW is expected to be from July 1, 2021 through December 31, 2023. If the contract term requires revision, it is expected that the contract will be modified through written agreement of both parties. The SOW outlines the anticipated assistance through the following task description:

TASK 1 – Encroachment Resolution Assistance

Larsen Wurzel and Associates, Inc. (LWA) will work to resolve encroachments identified as unacceptable during the USACE periodic inspection. This may include confirming encroachments are permitted, applying for new or amended encroachment permits, researching and obtaining 33 USC 408 approval from USACE, verifying the levee easement, verifying encroachment ownership, coordination with USACE and CVFPB, and/or making recommendations for the abandonment or relocation of the encroachment, if necessary. RD 900 will explicitly identify for LWA the encroachment(s) for which it is seeking assistance.

TASK 2 – Unique Unacceptable Item Resolution Research

LWA will research and develop a work plan to address the Interstate 80 Bike Path closure structure identified as unacceptable during the USACE periodic inspection. This will include a clear description of the deficiencies, identifying the process to get the structure repaired, revising the Operations and Maintenance manual to recognize the closure structure and describe its unique requirements, and have the item considered acceptable by USACE.

Optional TASK 3 – General SWIF Assistance

LWA will manage annual SWIF reporting and manage the SWIF GIS database developed to track resolution of unacceptable inspection items. LWA will also assist with securing and executing funding, as available, to support resolution of these items. This task may include:

- Quarterly GIS database updates.
- Compiling the SWIF annual report for submission to USACE.
- Monthly SWIF management and coordination meetings.
- Coordination with and support for FMAP budget execution.

Task 1 – Encroachment Resolution Assistance	Monthly Hours	Rate	Monthly Budget	Subtotal	Total
Principal	1	\$229	\$229	\$5,496	
Associate Project Manager	1	\$208	\$208	\$4,992	
Project Engineer	6	\$203	\$1,218	\$36,540	
Expenses			\$50	\$1,500	
					\$51,150
Task 2 – Unique Unacceptable Item Resolution Research					
Principal	1	\$229	\$229	\$6,870	
Associate Project Manager	1	\$208	\$208	\$6,240	
Analyst 1	2	\$125	\$375	\$7,500	
					\$20,610
Optional Task 3 – General SWIF Assistance					
Associate Project Manager	1	\$208	\$208	\$6,240	
Analyst 1	5	\$125	\$625	\$18,750	
Expenses			\$50	\$1,500	
					\$26,490
TOTAL			\$2,392		\$71,760
TOTAL (with Optional Task 3)			\$3,275		\$98,250

Larsen Wurzel & Associates, Inc.
Hourly Rate Schedule

Staff Billing Rates	2021*
Principal	\$229
Senior Consultant	\$239-\$281
Supervising Project Manager	\$229
Senior Project Manager	\$218
Associate Project Manager	\$208
Project Manager	\$198
Senior Technical Associate	\$187
Senior Associate	\$177
Associate	\$166
Senior Analyst	\$156
Analyst II	\$140
Analyst I	\$125
Supervising Engineer	\$224
Project Engineer	\$203
Associate Engineer	\$182
Assistant Engineer	\$161
CAD Tech/GIS Specialist	\$140
Junior Engineer	\$130
Intern	\$73
Senior Project Coordinator	\$140
Project Coordinator	\$125
Project Assistant	\$120
Technical Editor	\$104
Clerical Staff	\$86

****Rates increase on January 1st of each year.***

Automobile mileage is billed at the IRS federal reimbursement rate.

Professional services provided by others billed through LWA are billed at cost plus a service charge of 5%.

MEETING DATE: September 16, 2021	ITEM #3
SUBJECT: CONSIDERATION OF A CONTRACT AMENDMENT WITH TRIAMID CONSTRUCTION FOR THE DREVER STREET CORPORATION YARD REMODEL	
INITIATED OR REQUESTED BY: <input type="checkbox"/> Board <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other	REPORT COORDINATED OR PREPARED BY:  <hr style="width: 20%; margin-left: auto; margin-right: 0;"/> Greg Fabun, Interim General Manger
ATTACHMENT <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 paving and other site improvements.

RECOMMENDED ACTION

It is respectfully recommended that the Board:

1. Approve Amendment No. 2 to the Contract with Triamid Construction of Central California Inc. in the amount of \$47,813; and
2. Grant the General Manager the authority to issue contract change orders not to exceed 10% (\$4,781) of Amendment 2.

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.

In September, Triamid presented a change order request to the District recommending a change to the asphalt improvements for the site. Due to varying thicknesses of the existing asphalt and non-uniform subbase conditions, the contractor recommends complete asphalt remove and replace instead of the current plan to grind and overlay.

The District also requested two additional scope items, one to address removal of site spoils and another to address site conditions post construction for the remainder of the yard not treated with asphalt.

ANALYSIS

SITE WORK – ASPHALT

Core borings of the asphalt and base were performed by the contractor at several locations on the site in advance of performing the asphalt repairs to determine site conditions and asphalt thickness and base material. It was discovered that the asphalt varies in thickness on the site from approximately 1.5 to 4 inches. The borings also indicate that the original asphalt was placed on the existing grade with no compacted

subbase. The current proposal calls for grinding the asphalt to a depth of approximately 1.5 inches and then overlay with 2 inches of new asphalt. Because the existing thickness is only 1.5 inches in several locations, grinding will expose native grade in the known “thin” areas and likely in other areas as the work progresses.

Because of the foregoing, the contractor cannot warrant their work if they proceed with the current treatment as the foundation will be inconsistent for the new overlay and could lead to uneven settling cracking. It is impractical to do borings of the entire site to determine the extent of pothole repair needed in advance of the grind and replace. After consultation with Triamid and their sub, staff and the contractor agree that complete grind, compaction of base and replace with new asphalt lift is the only way to ensure the asphalt repair will perform as desired. The cost for complete remove and replace is \$88,481. However, a credit of \$65,357 is being applied for removal of the previously scoped work.

SITE WORK – SPOILS

Unanticipated excavation needed to install eight each, 4’x4’x4’ concrete footings for the Drever St frontage fence was required to meet City permitting requirements. This, coupled with minor grading to install the perimeter cyclone fencing contributed to approximately 19 cubic yards of spoils that will need to be off-hauled from the site.

SITE WORK – COMPACTED AB

The original scope of work for the Corp Yard did not contemplate any surface treatment for site other than the area currently schedule for paving upgrades, leaving much of the yard perimeter as bare earth. Without some sort of compacted surface, much of the remaining area of the Corp Yard will be unsuitable for storing supplies and/or for temporary parking of field equipment, especially during the rainy season. Staff requested the contractor provide a quote for treating these areas with approximately 30 yards of compacted AB. This will allow for dust control, provide a more durable surface and still allow for stormwater percolation/management.

The following are the costs associated with the proposed amendment. Details are included in Exhibit A of the attached proposed contract amendment.

Description	Amount
PCCO-008	
Revised Site Work – Asphalt and Off haul Spoils	\$33,694
Site Work – Compacted AB	14,119
Total	\$47,813

Alternatives

Staff recommends that the Board execute Contract Amendment 2 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 change in scope is needed to meet code, to comply with permit requirements or for resolve site performance issues.

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. 2 with Triamid Construction

Attachment 1

**AMENDMENT NO. 2
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. 2 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 September 16, 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 Contractor has submitted a change request for certain asphalt and other site improvements; and

WHEREAS, District staff has reviewed the scope and fee and concurs with the proposed 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) 008 attached hereto.

II. COMPENSATION:

The compensation is increased by \$47,813 for a total base contract amount of \$929,872.

Except as expressly amended herein, the January 26, 2021, Contract, as previously amended on May 20, 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”

Exhibit A

PCCO #008



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 #008: PCCO #008

TO:	Reclamation District 900	FROM:	Triamid Construction of Central California PO Box 1995 Rancho Cordova, California 95741
DATE CREATED:	9/13/2021	CREATED BY:	Katherine Edwards (Triamid Construction of Central Califo)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:Reclamation District 900 Prime Contract	TOTAL AMOUNT:	\$47,812.27
DESCRIPTION:			
ATTACHMENTS:			

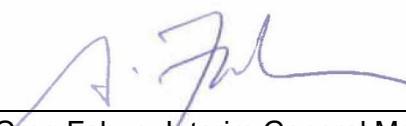
POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
025	Asphalt Remove and Replace		\$33,693.62
030	Add Rock To Back San		\$14,118.65
Total:			\$47,812.27

CHANGE ORDER LINE ITEMS:

PCO # 025: Asphalt Remove and Replace

#	Budget Code	Description	Amount
1	02 Site Work.O Site Work.Other	Remove and Replace with new 3"	\$88,481.00
2	02 Site Work.O Site Work.Other	Credit for Original Scope	\$(39,105.00)
3	02 Site Work.O Site Work.Other	Credit to Remore 1 Valley Gutter & Driveway	\$(11,252.00)
4	02 Site Work.O Site Work.Other	Remove 2 Drain Inlets	\$(3,000.00)
5	02 Site Work.O Site Work.Other	Remove Drain Pipe	\$(12,000.00)
6	02 Site Work.O Site Work.Other	Off-Haul Footing Spoils	\$3,900.00
7	01 GC Labor-01-016.O Triamid Labor.Other	Traffic Control	\$1,500.00
8	01 General Conditions-01-500.O Temporary Facilities and Controls.Other	Barricades/Fencing	\$2,500.00
Subtotal:			\$31,024.00
OH&P (7.00% Applies to all line item types.):			\$2,171.68
Ins. & Bond Increase (1.50% Applies to all line item types.):			\$497.94
Grand Total:			\$33,693.62

MEETING DATE: September 16, 2021		ITEM # 4	
SUBJECT:			
GRANT OF A TEMPORARY WORK AREA EASEMENT TO THE WEST SACRAMENTO AREA FLOOD CONTROL AGENCY FOR THE YOLO BYPASS EAST LEVEE PROJECT AND DELEGATION OF AUTHORITY TO THE DISTRICT GENERAL MANAGER OR DESIGNEE TO ISSUE RIGHTS OF ENTRY ONTO DISTRICT PROPERTY FOR INVESTIGATIONS IN SUPPORT OF THE FEDERAL WEST SACRAMENTO PROJECT			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Board <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		 <hr/> Greg Fabun, Interim General Manger	
ATTACHMENT	<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 request that the Reclamation District 900 (District) Board of Trustees (Board) grant a Temporary Work Area Easement (TWAE) to the West Sacramento Area Flood Control Agency (WSAFCA) for construction of the Yolo Bypass East Levee Project (YBEL) and to authorize the RD 900 Interim General Manager or designee to issue rights of entry (ROEs) for environmental/geotechnical investigations and surveying on District property in support of the federal West Sacramento Project (WSP).

RECOMMENDED ACTION

Staff respectfully recommends that the Board:

- 1) Authorize the Interim General Manager or designee to execute the TWAE ; and
- 2) Grant the TWAE to WSAFCA; and
- 3) Authorize the Interim General Manager or designee to issue ROEs to advance preliminary investigations for the WSP.

BACKGROUND

WSAFCA is a Joint Powers Authority (JPA) created to finance and construct improvements to the levee system that surrounds and protects West Sacramento. RD 900 along with the City of West Sacramento and RD 537 are the member agencies that constitute the JPA. Since 2007 the WSAFCA has undertaken the West Sacramento Levee Improvement Program (WSLIP) with the goal of attaining compliance with current urban levee design and performance criteria and the requirements of Senate bill 5 (2007, flood management).

The WSAFCA has advanced investigations to establish federal interest in the WSLIP through cooperative agreements with USACE and the Central Valley Flood Protection Board (CVFPB), constructed improvements in advance of federal funding through the State of California's Early Implementation and Urban Flood Risk Reduction Programs, and recently led design of the YBEL, the first increment of the WSP implemented under the USACE's Civil Works program. Construction of the YBEL by USACE will require a Project Partnership Agreement (PPA) between USACE and local non-federal sponsors (NFS). The WSAFCA and the CVFPB are the NFS for the WSP. The PPA defines each parties' responsibilities and obligations during construction and in operation and maintenance of the improvements. Lands, Easements, Rights of Way, Relocations, and Disposal areas (LERRDs) required for the project are the NFS's responsibility, in this case WSAFCA is the primary NFS lead. Each NFS will need to provide and certify that adequate real estate rights are in place shortly after the PPA is executed and prior to construction.

ANALYSIS

YBEL design has reached 100% completion and environmental review is expected to complete in October. Project costs to this point have been shared through federal and local design agreements. Construction funding for YBEL will occur through several budgeting and legislative processes currently underway at the federal level. With an appropriation for construction, USACE, CVFPB, and WSAFCA will execute the PPA. The PPA allows USACE to finalize scope, costs, bid, and construct the project. The YBEL is divided into a north and south increments. Construction of the first increment is planned for 2022 pending federal appropriations.

The YBEL Project footprint is comprised of areas in which RD 900 and the CVFPB, through the Sacramento San Joaquin Drainage District, hold interests in real property necessary to carry out the Project. No new lands or rights are required for the Project. Once the PPA is executed and the NFS has certified adequate rights over the project footprint, USACE will issue "take letters" to notice land and rights owners of the planned construction activity. The TWAE under consideration provides WSAFCA, as a distinct entity from RD 900, with the rights necessary to certify adequate real estate rights to carry out the Project.

In addition to TWAEs, USACE requires ROEs for preliminary investigations. Investigations typically include surveys, geotechnical borings, and environmental corridor studies. The work is typically coordinated between the partners and with terms and conditions in place to prevent detriment to the flood protection features. The request to authorize the General Manager to issue ROEs will help facilitate this work and ensure it is timely completed in support of the Project.

ALTERNATIVES

The recommendation is for the Board to authorize the TWAE and authorize the Interim General Manager or designee to execute the TWAE and any ROEs to allow investigations on the next increments of the WSP. The Board could decline to grant the TWAE. This is not recommended because absent legal rights afforded by the TWAE, USACE will be unable to construct the designed Improvements.

COORDINATION AND REVIEW

This item was coordinated with WSAFCA, District staff, District Counsel and USACE.

BUDGET/COST IMPACT

Review and analysis of ROEs lie within the duties of the General Manager and will not result in additional cost to the District. Granting the TWAEs will not have a material effect on the District's budget.

ATTACHMENTS

- 1) Draft Temporary Work Area Easement (TWAE)
- 2) Draft Right of Entry (ROE)

ATTACHMENT 1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

NAME

MAILING
ADDRESS

CITY,
STATE
ZIP CODE

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

TEMPORARY WORK AREA EASEMENT

Project: Yolo Bypass East Levee

Parcel No.: APN 067-040-008-000

APN 067-030-001-000

APN 067-020-060-000

APN 067-030-032-000

APN 067-020-074-000

APN 067-020-060-000

APN 008-010-026-000

APN 008-010-025-000

APN 008-010-016-000

APN 008-020-003-000

RECLAMATION DISTRICT 900, hereinafter referred to as "GRANTOR", GRANTS to the WEST SACRAMENTO AREA FLOOD CONTROL AGENCY, a joint powers authority, rights of way and easements in the hereinafter described real property, Exhibit "A", situated in the County of Yolo, State of California, for the construction of the Yolo Bypass East Levee Project:

A temporary easement and right-of-way in, on, over and across lands identified by the assessor's parcel numbers listed above and in Exhibit A attached to hereto, for a period not to exceed three years, beginning with date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a work area, including the right to borrow and/or deposit fill, spoil and waste material thereon, move, store and remove equipment and supplies, and erect and remove

ATTACHMENT A

temporary structures on the land and to perform any other work necessary and incident to the construction of the Yolo Bypass East Levee Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

RECLAMATION DISTRICT 900, GRANTOR

Date: _____

By: _____
Greg Fabun, RD 900 Interim General Manager

ATTACHMENT A

CERTIFICATE OF ACCEPTANCE

The West Sacramento Area Flood Control Agency ("WSAFCA") hereby certifies its acceptance of the attached Temporary Work Area Easement from Reclamation District No. 900 in favor of WSAFCA. This acceptance is made pursuant to authority granted on _____, 2021, at a regular meeting of the Board of Directors of WSAFCA on motion duly made, seconded and unanimously carried, and is certified to by the signature of WSAFCA's Board Chair affixed hereto.

WEST SACRAMENTO AREA FLOOD CONTROL AGENCY, GRANTEE

Date: _____

By: _____
Tom Ramos, WSAFCA Chair

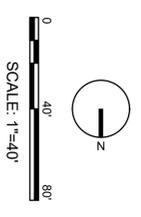
ATTACHMENT A

EXHIBIT A

Drawing Name: P:\013 WSAC\CA08 CAD\Production\cshb15\ sheets are real estate\gsheet Mon_07 Dec 2020 - 3:13pm



MATCH LINE, STA 2+50, SEE SHEET RE108



- NOTES**
1. AERIAL IMAGE HAS NOT BEEN ORTHORECTIFIED.
 2. PROPERTY LINES AND PARCEL NUMBERS DERIVED FROM PSOMAS LANDNET.

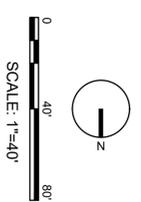
SHEET ID -----	WEST SACRAMENTO YOLO BYPASS EAST LEVEE PROJECT RE107	SACRAMENTO DISTRICT 1325 J STREET SACRAMENTO, CA 95814 MGE ENGINEERING, INC 7415 GREENHAVEN DRIVE SACRAMENTO, CA 95831	DESIGNED BY: B. REICHEL	ISSUE DATE: 2020-06-22	<table border="1"> <thead> <tr> <th>MARK</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	MARK	DESCRIPTION	DATE																											
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MATCH LINE, STA 2+50, SEE SHEET RE107



MATCH LINE, STA 12+50, SEE SHEET RE109

- NOTES**
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SHEET ID -----	WEST SACRAMENTO YOLO BYPASS EAST LEVEE PROJECT RE108	SACRAMENTO DISTRICT 1325 J STREET SACRAMENTO, CA 95814 MGE ENGINEERING, INC 7415 GREENHAVEN DRIVE SACRAMENTO, CA 95831	DESIGNED BY: B. REICHEL	ISSUE DATE: 2020-06-22	MARK	DESCRIPTION	DATE
			DRAWN BY: J. HELM	SOLICITATION NUMBER: XXXX-XX-XXXX			
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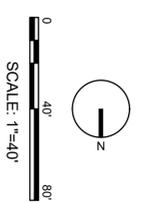


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MATCH LINE, STA 12+50, SEE SHEET RE108



MATCH LINE, STA 22+50, SEE SHEET RE110



- NOTES**
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SHEET ID -----	WEST SACRAMENTO YOLO BYPASS EAST LEVEE PROJECT RE109	SACRAMENTO DISTRICT 1325 J STREET SACRAMENTO, CA 95814 MGE ENGINEERING, INC 7415 GREENHAVEN DRIVE SACRAMENTO, CA 95831	DESIGNED BY: B. REICHEL	ISSUE DATE: 2020-06-22	US Army Corps of Engineers®
			DRAWN BY: J. HELM	SOLICITATION NUMBER: XXXXX-XX.X-XXXX	
			CHECKED BY: S. HAWKINS	CONTRACT NUMBER: XXXX-XX-XX-XX	MARK DESCRIPTION DATE
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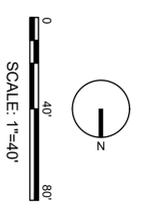
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MATCH LINE, STA 22+50, SEE SHEET RE109

MATCH LINE, STA 32+50, SEE SHEET RE111

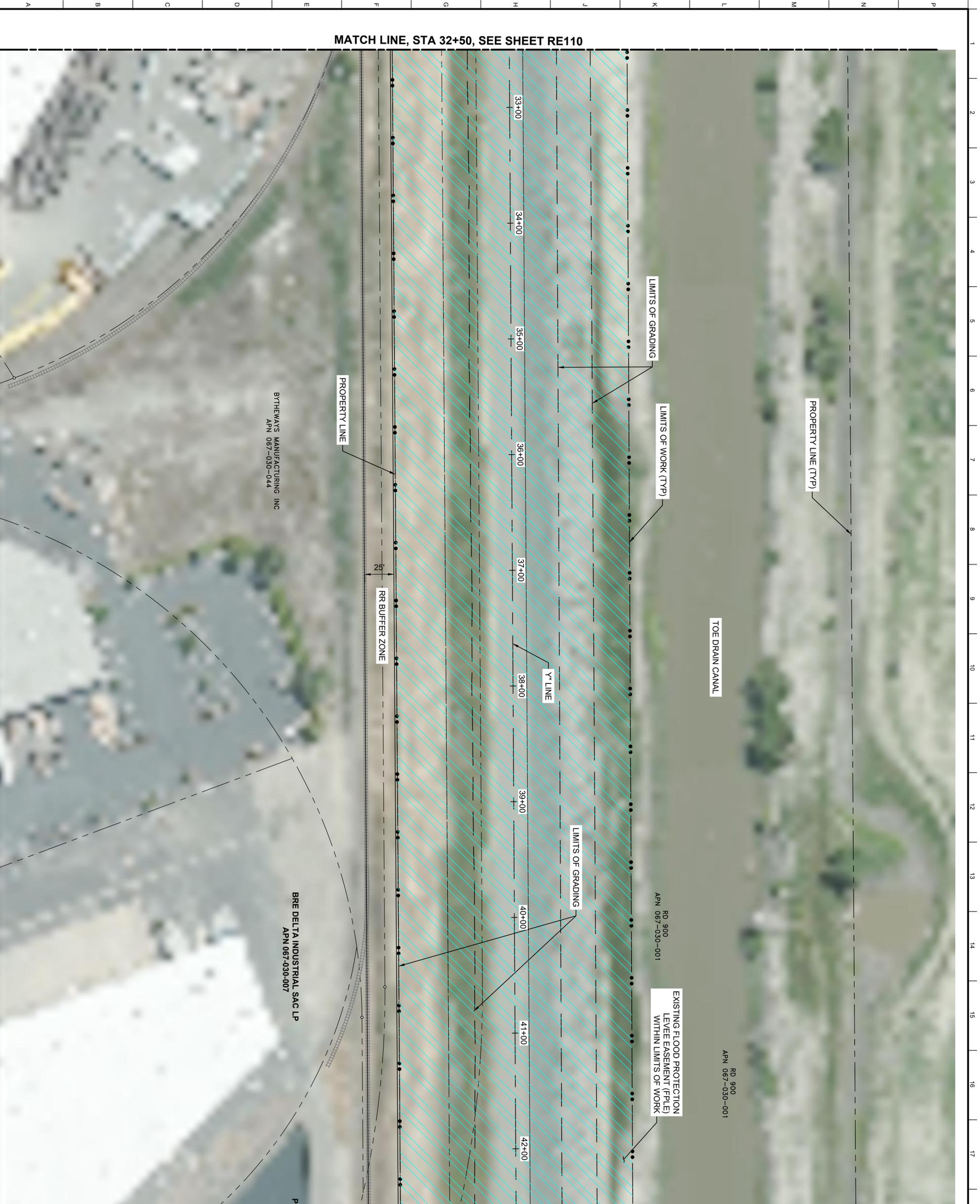


- NOTES**
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SHEET ID -----	WEST SACRAMENTO YOLO BYPASS EAST LEVEE PROJECT RE110	SACRAMENTO DISTRICT 1325 J STREET SACRAMENTO, CA 95814 MGE ENGINEERING, INC 7415 GREENHAVEN DRIVE SACRAMENTO, CA 95831	DESIGNED BY: B. REICHEL	ISSUE DATE: 2020-06-22	MARK	DESCRIPTION	DATE
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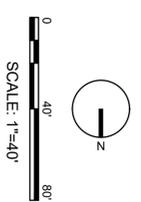


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MATCH LINE, STA 32+50, SEE SHEET RE110

MATCH LINE, STA 42+50, SEE SHEET RE112



- NOTES**
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SHEET ID ----	WEST SACRAMENTO YOLO BYPASS EAST LEVEE PROJECT RE111	SACRAMENTO DISTRICT 1325 J STREET SACRAMENTO, CA 95814	MGE ENGINEERING, INC 7415 GREENHAVEN DRIVE SACRAMENTO, CA 95831	DESIGNED BY: B. REICHEL	ISSUE DATE: 2020-06-22				
				DRAWN BY: J. HELM	SOLICITATION NUMBER: XXXXXX-XX-XXXX				
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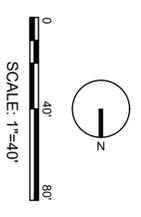
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MATCH LINE, STA 42+50, SEE SHEET RE113

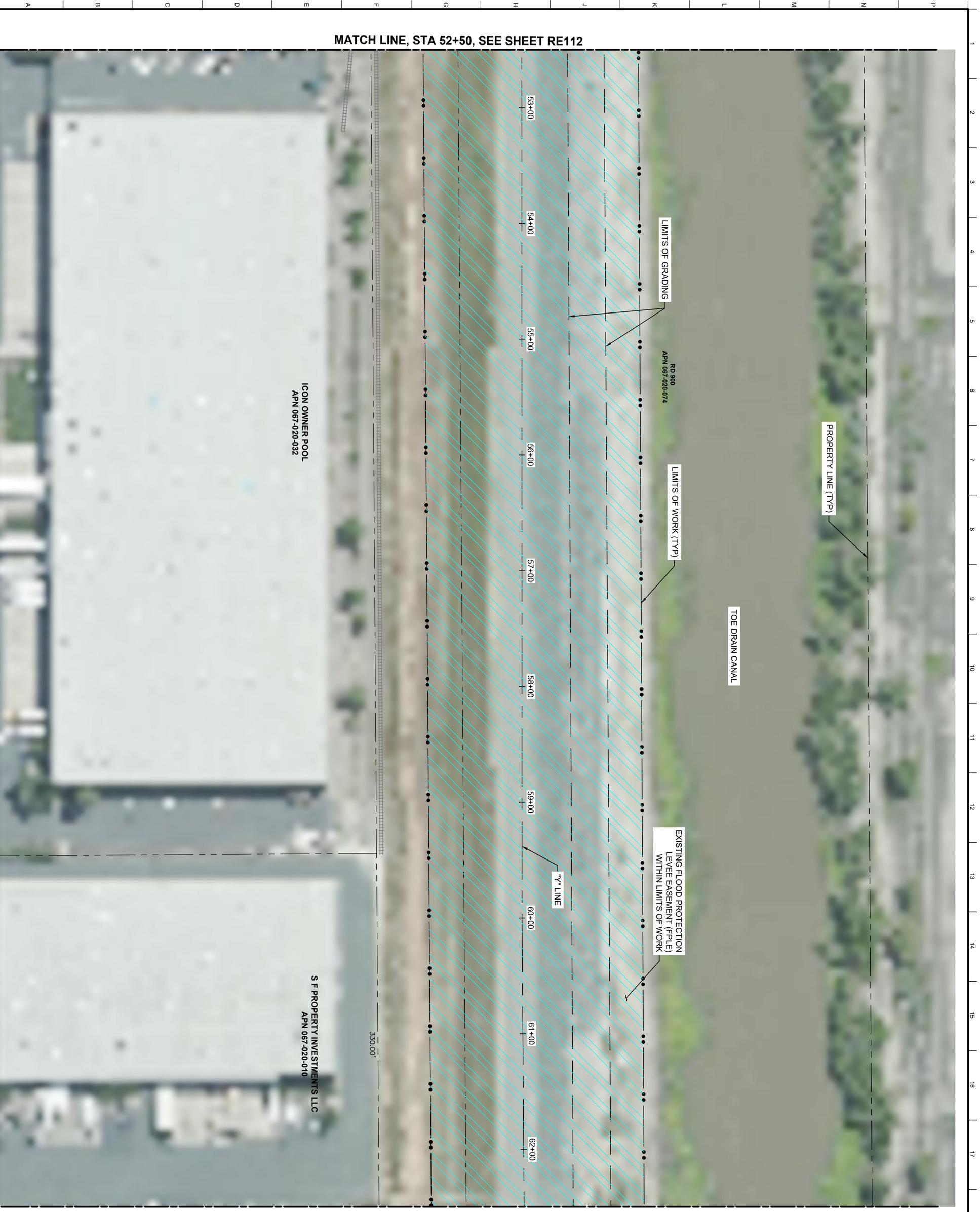
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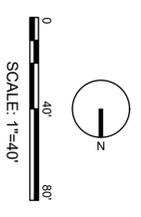


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MATCH LINE, STA 52+50, SEE SHEET RE112

MATCH LINE, STA 62+50, SEE SHEET RE114



- NOTES**
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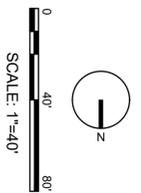
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				DRAWN BY: J. HELM	SOLICITATION NUMBER: XXXXXX-XX-XXXX				
				CHECKED BY: S. HAWKINS	CONTRACT NUMBER: XXXX-XX-XX-XX				
				SUBMITTED BY: S. HAWKINS	SPEC NO: 2322				
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MATCH LINE, STA 62+50, SEE SHEET RE113



MATCH LINE, STA 72+50, SEE SHEET RE115



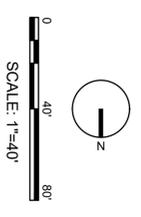
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SHEET ID -----	WEST SACRAMENTO YOLO BYPASS EAST LEVEE PROJECT RE114	SACRAMENTO DISTRICT 1325 J STREET SACRAMENTO, CA 95814	DESIGNED BY: B. REICHEL	ISSUE DATE: 2020-06-22							
		MGE ENGINEERING, INC 7415 GREENHAVEN DRIVE SACRAMENTO, CA 95831	DRAWN BY: J. HELM	SOLICITATION NUMBER: XXXXXX-XX.XXXXX							
			CHECKED BY: S. HAWKINS	CONTRACT NUMBER: XXXX-XX-XX-XX							
			SUBMITTED BY: S. HAWKINS	SPEC NO: 2322							
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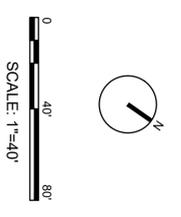
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SHEET ID -----	WEST SACRAMENTO YOLO BYPASS EAST LEVEE PROJECT RE115	SACRAMENTO DISTRICT 1325 J STREET SACRAMENTO, CA 95814	DESIGNED BY: B. REICHEL	ISSUE DATE: 2020-06-22	<table border="1"> <tr> <td>MARK</td> <td>DESCRIPTION</td> <td>DATE</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	MARK	DESCRIPTION	DATE															
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- NOTES**
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SHEET ID ----	WEST SACRAMENTO YOLO BYPASS EAST LEVEE PROJECT RE116	SACRAMENTO DISTRICT 1325 J STREET SACRAMENTO, CA 95814	MGE ENGINEERING, INC 7415 GREENHAVEN DRIVE SACRAMENTO, CA 95831	DESIGNED BY: B. REICHEL	ISSUE DATE: 2020-06-22				
				DRAWN BY: J. HELM	SOLICITATION NUMBER: XXXXX-XX-X-XXXX				
				CHECKED BY: S. HAWKINS	SPEC NO: 2322				
				SUBMITTED BY: S. HAWKINS	DESIGN FILE NUMBER: SA-04-2275				
				SIZE: ANSI-D					
						MARK	DESCRIPTION	DATE	



ATTACHMENT A

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me,

(insert name and title of the officer)

personally appeared

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ATTACHMENT A

ACKNOWLEDGMENT

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ATTACHMENT 2

RIGHT OF ENTRY (DRAFT)

Project:

Parcel No.:

RECLAMATION DISTRICT 900, hereinafter referred to as "GRANTOR", GRANTS to the WEST SACRAMENTO AREA FLOOD CONTROL AGENCY, a joint powers authority, Right of Entry in the hereinafter described real property, Exhibit "A", situated in the County of Yolo, State of California, for the construction of the Yolo Bypass East Levee Project:

An assignable easement, in, on, over and across the land described in Exhibit "A" for a period of () months beginning with the date possession of the land is granted to the United States, consisting of the right of the United States, its representative, agents, contractors and assigns to enter upon said land to survey, stake out, appraise, make borings; and conduct tests and other exploratory work necessary to the design of a public works project; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles as required in connection with said work; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowner(s), their heirs, executors, administrators, successors and assigns, all such right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights and easement hereby acquired.

RECLAMATION DISTRICT 900, GRANTOR

Date: _____

By: _____
Greg Fabun, RD 900 Interim General Manager

EXHIBIT A

**REGULAR MEETING OF THE
RECLAMATION DISTRICT 900
August 19, 2021
Minutes**

Pursuant to the Governor's Executive Order N-29-20, 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/X-VQMx8162U>.

The meeting was called to order at 6:10 PM by President Guerrero. Also in attendance at the meeting were: Trustees Ledesma, Orozco and Alcalá; Interim General Manager Fabun and District Counsel Nevis.

GENERAL ADMINISTRATION – PART I

Entry No. 1

Heard General Administration Functions as follows:

Report out from Closed Session

Counsel reported that the Board met in Closed session beginning at 5:45PM on one personnel matter as listed on the closed session agenda and by unanimous vote, the Board decided to terminate the employment of the Assistant General manager for violation of District policies related to safety.

A. Presentations by the public on matters not on the agenda.

None

B. Monthly/Year-To-Date Budget Report

Interim General Manager Fabun reported out on the 20-21 fiscal year end budget, including budget to actual revenue and expenses. It was noted that the report did not reflect the audited numbers and that last installment of the two drainage assessments as well as the levee O&M distribution from WSAFCA will be received in Aug or Sep. Mr. Fabun also noted that expenses were less than expected due to personnel vacancies and also due to the delays in construction of the Blacker Canal project and completion of the Drever Corp Yard project, which will span two fiscal years.

CONSENT AGENDA – PART II

Entry No. 2

Consideration of a contract with Coleman Environmental Engineering Inc. for the South Cross Levee Patrol Road Rehabilitation Project.

Entry No. 3

Consideration of Authorization to Amend the Shared Services Agreement with the City of West Sacramento and to Conduct a Recruitment for District Management.

Entry No.4

Consideration of Resolution 2021-08-01 Authorizing the General Manager to Enter into a Funding Agreement with the State of California department of Water Resources under the Flood Maintenance Assistance Program.

Entry No.5

Consideration of Approval of the June 17, 2021, Meeting Minutes.

MOTION: Ledesma

SECOND: Alcalá

AYES: Guerrero, Ledesma, Alcalá & Orozco

NOES: None

ABSTAIN: None

ABSENT: None

The Consent Agenda passed 4-0, by roll call vote.

REGULAR AGENDA – PART III

Entry No. 6

District Project Updates:

Interim General Manager Fabun reported out that both drainage assessment tax rolls were submitted to the County on time; 900 North Drainage was deemed complete by the County, 900 South Drainage required a few corrections, which

are under way. He also reported out that following approval of the shared services agreement amendment that a recruitment will soon start to fill the vacant General Manager position and is hopeful that a candidate may also be interested in the now vacant Asst. General Manager position. Mr. Fabun will be working with the City's IT Manager in the coming weeks to spec and purchase new computer equipment to outfit the new Corp Yard when complete.

Under Operations & Maintenance, staff has been focused on mowing levee slopes and weed control in the main canals. President Guerrero asked what the PG&E work is, and Mr. Fabun replied that it is underground power to serve the SIP pump station. Regarding the Systemwide Investment Framework (SWIF), staff anticipates bringing an item to the Board in September to award a contract for professional services to assist with managing and correcting programmatic deficiencies identified in the SWIF. Mr. Fabun also provided a detailed explanation of what the nature and requirements of the SWIF and the District's obligations as the LMA for the West Sacramento basin.

Under Projects, Mr. Fabun reported that the District still had not received a response from USFWS regarding the District's proposed mitigation measure for GGS on the Blacker Canal project. For Drever, Mr. Fabun reported that plumbing, electrical, drywall and rollup door install are all complete; interior painting has begun, and fire sprinkler system is installed/tested. Core testing of the asphalt thickness discovered areas that will not support the current plan of grind/overlay and the District is waiting proposal/options from the contractor for alternate treatment methods.

President Guerrero asked how the recruitment effort was progressing and Mr. Fabun provided an outline of the process for the GM recruitment, including Board involvement for selection, and the recent interest in the Maintenance Worker positions. Trustee Orozco acknowledged Mr. Fabun's additional workload with the departure of the Asst. GM and suggested he reach out to the Trustees if things become unsustainable.

Entry No. 9

No Trustee comments were made.

Entry No. 9

Adjourned at 6:37 PM.

MOTION: Ledesma

SECOND: Orozco

AYES: Guerrero, Ledesma, Orozco, Alcala

NOES: None

ABSTAIN: None

ABSENT: None



Greg Fabun, Interim General Manager/Secretary
Reclamation District 900



Progress Report

September 16, 2021

ADMINISTRATION/FINANCE

ASSESSMENT ADMINISTRATION

900 Drainage: LWA submitted the tax rolls with the new tax rate for the next fiscal year based upon the Construction Cost Index. The final report, including required hand bills is expected from LWA by end of September

537 Drainage: Laugenour Meikle submitted the tax rolls with the existing tax rate for the next fiscal year for the former RD 537 service area. Total assessment = \$79,334. Of the total, \$48,308 will be placed on the secured property tax roll, and the balance of \$31,026 is unsecured and will be collected via hand bills from the District.

Levee O&M: WSAFCA submitted its tax rolls to the County for the next fiscal year. The O&M distribution for levee maintenance is expected to be approximately \$857,735, including secured and unsecured sources.

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
2020-1	Institute internal controls for review and approvals to ensure separation of functions, oversight, and internal controls.	6/30/21	6/11/2021
2020-2	Accrue receivables for reimbursable costs during the monthly accounting close.	6/30/21	4/2/2021
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.

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

This past month staff primarily focused on mowing levee slopes in preparation for flood season and fall inspections. Tree trimming will occur in the fall once additional manpower is on board. It is expected to be fairly light this year due to the extensive tree trimming completed last year.

DRAINAGE

Pump Station Maintenance: We are still waiting on PG&E to make the connection of the new underground electrical service at Southport Industrial Park (SIP) pump station. All underground conduit work has been completed by the contractor for the Northpoint Development.

Canal/Detention Facilities Maintenance: Staff performed substantial Significant weed control in the main canals. Some additional mowing will be conducted once the levee slopes are completed.

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.

Staff is identifying a number of projects to use the State's Flood Maintenance Assistance Program (FMAP) funding in both this and next calendar year. The projects being considered will address both District concerns as well as periodic/annual inspection concerns to fulfill progress requirements contained in the SWIF.

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 for the 2022 season.

Environmental: USFWS approved the suggested mitigation measures proposed by the District team. Accordingly, staff was able to sign the Endangered Species Act Review Form that will allow the USFWS to cover the project under an existing Programmatic Biological Opinion issued from the Sacramento office. Once completed, no further consultation with USAFWS will be required and FEMA can move towards certifying NEPA. Meanwhile, staff is working with your environmental consultant to complete the CEQA process and expects to bring an item to the Board this fall to certify the project.

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

DREVER CORP YARD PROJECT

Work completed this past month includes underground utility connections, concrete and masonry, perimeter fencing, roll up doors, drop ceiling, plumbing, electrical, fire sprinklers, painting (interior and exterior) and office flooring. Work remaining includes interior doors/frames, restroom flooring, storefront and windows, site work and punch list items. The single biggest item remaining is the site work that includes all asphalt, driveways, curb, gutter and drainage.

PERIODIC LEVEE INSPECTIONS

DWR

The fall inspection is scheduled for October 1. As part of the change in responsibility for the RD 537 area DWR has proposed a naming change. Currently RD 900 has Units 1 and 2 which represent the River and Bypass levees. The portions of RD 537 now a part of RD 900 will be added as Unit 3 (Bypass Levee) and Unit 4 (River Levee)

USACE

No inspection is planned this year.

EMERGENCY PREPAREDNESS

2021 EMERGENCY PREPARATION/FLOOD SEASON COORDINATION

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

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.

COORDINATION WITH OTHER AGENCIES

CENTRAL VALLEY FLOOD PROTECTION BOARD (CVFPB)

No updates to report.

CITY OF WEST SACRAMENTO

There are no updates to provide on the City Corp yard, the Linden Trailhead project, or the Bridgeway Lakes water level solution.

WEST SACRAMENTO AREA FLOOD CONTROL AGENCY WSAFCA)

The environmental process is ongoing and expected to be completed in October. The construction New Start and \$17.8 M in construction funding expected to be approved with the E&WD Bill.

FUTURE

October 21, 2021 – WSAFCA Board Meeting

October 21, 2021 – RD 900 Board Meeting