REPORT TO COUNCIL
City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www.Cityof Sacramento.org

Consent
May 27, 2008

Honorable Mayor and
Members of the City Council

Title: Agreement: Sacramento River East Bank Levee Widening Project **(ZJ46, Z14002100)**

Location/Council District: The project is located at the Robert T. Matsui Waterfront Park. A location map is included as Attachment 1. The project is in Council District 1.

Recommendation: Adopt a **Resolution**: Authorizing the City Manager to sign an agreement with the Sacramento Area Flood Control Agency (SAFCA) for the Sacramento River East Bank Levee Widening Project at Robert T. Matsui Waterfront Park for an amount not to exceed $127,000.

Contact: David L. Brent, Engineering Manager, 808-1420

Presenters: Not Applicable

Department: Utilities

Division: Engineering Services

Organization No: 3332

Description/Analysis

Issue: Unless properly abandoned, the existing pipelines that serviced the City's old water intake structure and historic PG&E building and extend through the levee section at Robert T. Matsui Waterfront Park posed a threat to the stability of the levee in this area and potentially could pose a flooding threat. The City of Sacramento was required to abandon these pipelines per Reclamation Board permits that were obtained with the construction of the new Intake Structure and with the sale of the PG&E property to the City by the Department of Water Resources (DWR). These pipelines were required to be capped on both the landside and waterside of the levee and filled completely with concrete. This agreement would reimburse SAFCA for the cost to perform the pipeline abandonments, at the City's request, in conjunction with SAFCA's Levee Widening Project.

Policy Considerations: The intent of the agreement is consistent with the City's Strategic Plan goals of improving and expanding public safety.

potential for causing significant effects on the environment, and therefore is not subject to CEQA (CEQA Guidelines Section 15061(b)(3).

Commission/Committee Action: None

Rationale for Recommendation: The City of Sacramento was required to abandon these pipelines to satisfy Reclamation Board Permit No. 17196 GM and Reclamation Board Permit No. 17844 GM. SAFCA was in the process of bidding a project to place additional fill to widen the levee in this area. Both entities benefitted in cost savings by having these aspects of work performed under SAFCA's Levee Widening Project contract.

Financial Considerations: The agreement with SAFCA is for a not to exceed amount of $127,000. There are sufficient funds in the Robert T. Matsui Waterfront Park project (PN: Z14002100, fund 6005) to execute the agreement.

Emerging Small Business Development (ESBD): The pipeline abandonment was performed by SAFCA's contractor, so the City's ESBE requirements did not apply.

Respectfully Submitted by: _____
David L. Brent
Engineering Manager

Approved by: _____
Gary A. Reents
Director of Utilities

Recommendation Approved:

_____
for Ray Kerridge
City Manager

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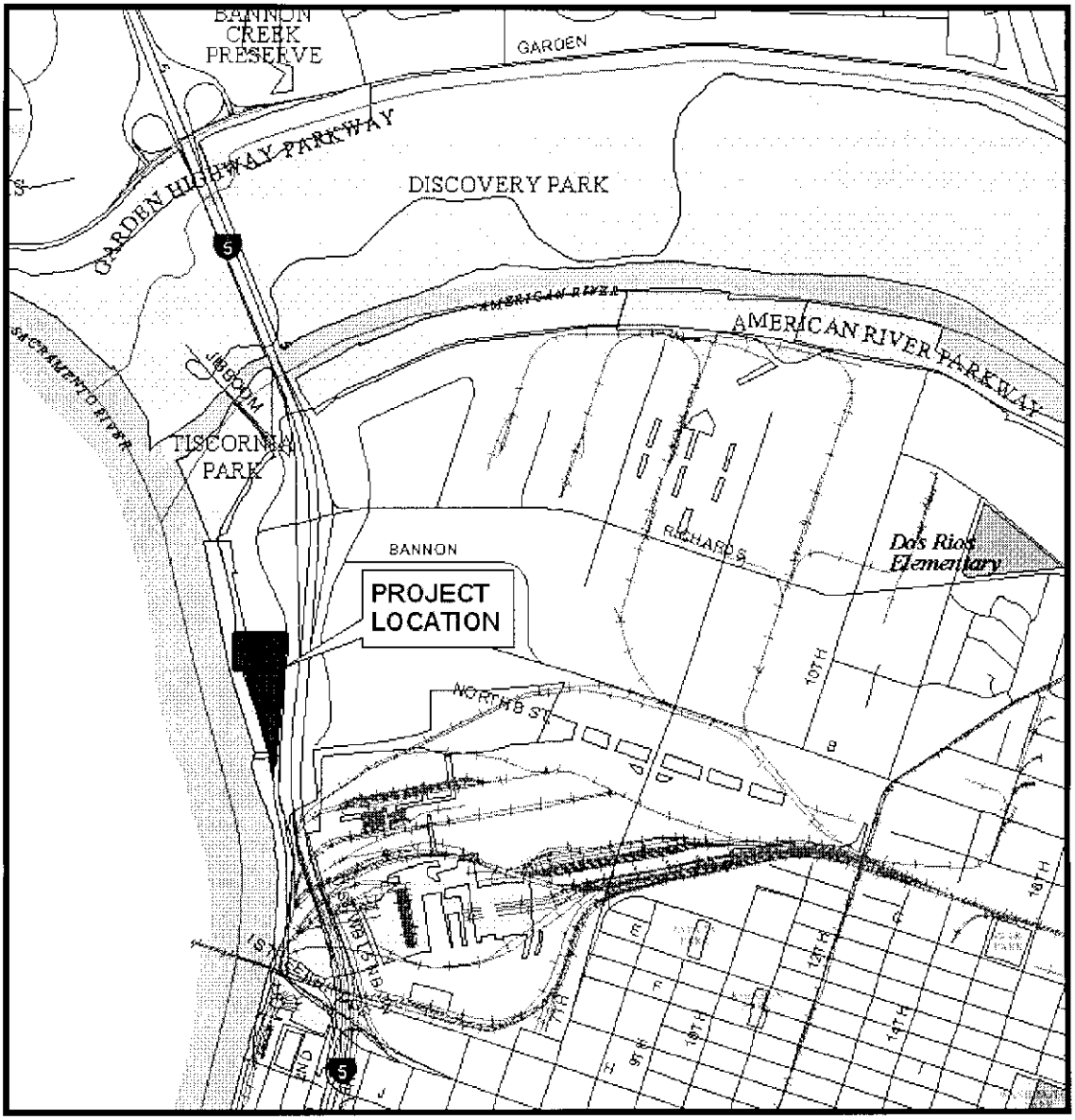
ATTACHMENT 1

ROBERT T. MATSUI RIVER FRONT PARK
(PN: ZJ46)



Map Prepared By
City of Sacramento
Department of Utilities

Attachment 2

BACKGROUND

In December 2003, the City finished construction of the new water intake structure located on Jibboom Street on the Sacramento River. In order to construct the new intake structure, the City purchased four parcels from the State's Department of Water Resources, one of which contains the historic PG&E Building.

There are several large diameter water mains that service the Historic PG&E Building and the Old Water Intake Structure. These pipelines extend through the levee section at Robert T. Matsui Waterfront Park and pose a threat to the stability of the levee in this area and potentially could pose a flooding threat. The City of Sacramento was required to abandon these pipelines per Reclamation Board permit No. 17196 GM and Reclamation Board Permit No. 17844 GM that were obtained with the construction of the new intake structure and with the sale of the PG&E property to the City by the State's Department of Water Resources (DWR). These pipelines had to be capped on both the landside and waterside of the levee and filled completely with concrete per the conditions of the Reclamation Board permits.

Around this same time, the U.S. Army Corps of Engineers (Corps) had evaluated the levees protecting Sacramento to determine whether they meet minimum criteria for safely containing a flood with a one percent annual chance of occurrence (commonly referred to as the 100-year flood). Initial studies by the Corps indicated that the left bank levee on the Sacramento River at River Mile 60.0 (RM 60.0L) near the Sacramento River Water Intake structure might not safely contain a 100-year flood if substantial erosion were to occur during a significant flood event. In response to this concern, SAFCA designed a project to increase the cross-sectional width to the landside of the existing levee at RM 60.0L so that if substantial erosion occurs on the waterside of the levee during a significant flood event, a levee of adequate width to meet minimum criteria would remain.

In connection with SAFCA's project to widen the levee, the City identified the need to abandon the pipelines serving both the old City of Sacramento River Water Intake Structure and the historic PG&E Building and for constructing other improvements related to the development of Robert T. Matsui Waterfront Park. At the City's request, SAFCA subsequently broadened the design of the Project to incorporate the park improvements and utility abandonments sought by the City and constructed the Project to include these improvements and abandonments. This agreement provides for reimbursement of SAFCA's costs to perform the abandonments.

Attachment 3

RESOLUTION NO.

Adopted by the Sacramento City Council

AUTHORIZE AN AGREEMENT WITH SACRAMENTO AREA FLOOD CONTROL AGENCY (SAFCA) FOR SHARING THE COST OF PIPELINE ABANDONMENTS ASSOCIATED WITH THE SACRAMENTO RIVER EAST BANK LEVEE WIDENING PROJECT AT ROBERT T. MATSUI WATERFRONT PARK (PN: ZJ46, Z14002100)

BACKGROUND

A. The U.S. Army Corps of Engineers (Corps) has evaluated several of the levees protecting Sacramento to determine whether they meet minimum criteria for safely containing a flood with a one percent annual chance of occurrence (commonly referred to as the 100-year flood).

B. Initial studies by the Corps indicated that the left bank levee on the Sacramento River at River Mile 60.0 (RM 60.0L) near the Sacramento River Water Intake structure might not safely contain a 100-year flood if substantial erosion were to occur during a significant flood event.

C. In response to this concern, SAFCA designed a project (the "Project") to increase the cross-sectional width to the landside of the existing levee at RM 60.0L so that if substantial erosion occurs on the waterside of the levee during a significant flood event, a levee of adequate width to meet minimum criteria would remain.

D. In connection with SAFCA's effort to widen the levee, City identified a need to abandon several large diameter pipelines serving both the Old City of Sacramento River Water Intake Structure and the Historic PG&E Building and for constructing other improvements related to the development of Robert T. Matsui Waterfront Park.

E. At the City's request, SAFCA subsequently broadened the design of the Project to incorporate the park improvements and utility abandonments sought by City and constructed the Project to include these improvements and abandonments.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to enter into an agreement with SAFCA for sharing the cost of the pipeline abandonments associated with the Sacramento River East Bank Levee Widening Project for an amount not to exceed $127,000.

Table of Contents: *Exhibit A – Agreement between Sacramento Area Flood Control Agency and the City for reimbursement of pipeline abandonment associated with the Sacramento River East Bank Levee Widening Project at Robert T. Matsui Riverfront Park.*

AGREEMENT BETWEEN THE SACRAMENTO AREA FLOOD CONTROL AGENCY AND THE CITY OF SACRAMENTO FOR SHARING THE COST OF PIPELINE ABANDONMENTS ASSOCIATED WITH THE SACRAMENTO RIVER EAST BANK LEVEE WIDENING PROJECT AT ROBERT T. MATSUI WATERFRONT PARK (RIVER MILE 60.0L)

This agreement ("Agreement") is made and entered into on the ____ day of _____, 2008 by and between the Sacramento Area Flood Control Agency ("SAFCA") and the City of Sacramento ("City").

Recitals

A. The U.S. Army Corps of Engineers (Corps) has evaluated several of the levees protecting Sacramento to determine whether they meet minimum criteria for safely containing a flood with a one percent annual chance of occurrence (commonly referred to as the 100-year flood).

B. Initial studies by the Corps indicated that the left bank levee on the Sacramento River at River Mile 60.0 (RM 60.0L) near the Sacramento River Water Intake structure might not safely contain a 100-year flood if substantial erosion were to occur during a significant flood event.

C. In response to this concern, SAFCA designed a project (the "Project") to increase the cross-sectional width to the landside of the existing levee at RM 60.0L so that if substantial erosion occurs on the waterside of the levee during a significant flood event, a levee of adequate width to meet minimum criteria would remain.

D. In connection with SAFCA's effort to widen the levee, City identified a need to abandon several large diameter pipelines serving both the Old City of Sacramento River Water Intake Structure and the Historic PG&E Building and for constructing other improvements related to the development of Robert T. Matsui Waterfront Park.

E. SAFCA subsequently broadened the design of the Project to incorporate the park improvements and utility abandonments sought by City and constructed the Project to include these improvements and abandonments.

F. The purpose of this Agreement is to specify the terms and conditions under which the City will reimburse SAFCA for the share of the costs of the Project that are allocable to the abandonment of the Old Water Intake Structure and Historic PG&E Building pipelines. A separate agreement has already been executed between SAFCA and the City's Park and

Recreation Department for expenses associated with the park improvements.

Now therefore, the parties agree as follows:

1. Contract Review. SAFCA gave City the opportunity to review and comment on all contracts to be carried out in connection with the Project, including relevant plans and specifications, prior to the issuance of invitations for bid.

2. City Reimbursement to SAFCA for Utility Abandonments. The City shall reimburse SAFCA for the Project items that are allocable to the City's utility abandonments in the amount of $127,000. SAFCA has furnished City copies of such documentation as City required for it to verify the actual cost of such items.

3. Responsibilities for Satisfaction of Reclamation Board Permit Conditions. The construction of the levee embankment, park embankment, "D" Line drainage pipe, chainlink fence, abandonment of the pipes serving the PG&E building, and associated work is being conducted under Reclamation Board Permit No. 17844 GM, which identifies SAFCA as the Applicant. City agrees to be responsible for all conditions of the permit excepting those associated with the levee embankment.

The abandonment of the pipes serving the Old City of Sacramento River Water Intake Structure and associated work is being conducted under Reclamation Board Permit No. 17196 GM, which identifies the City as the Applicant. City agrees to be responsible for all conditions of the permit.

4. Maintenance of Records. City and SAFCA shall maintain their respective books, records, documents, and other evidence documenting the Project costs for a minimum of three years after completion of Project construction and resolution of all relevant claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

5. Notices. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class (postage pre-paid), registered, or certified mail, as follows:

If to the City's Department of Utilities:	If to SAFCA:
Dave Brent Engineering Division Manager 1395 35th Ave Sacramento, CA 95822	Stein Buer Executive Director 1007 7th Street, 7th Floor Sacramento, CA 95814-3407

A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this section.

Any notice, request, demand, or other communication made pursuant to this Paragraph shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

6. Indemnification.

a. City shall defend, indemnify and hold harmless SAFCA, its Board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of City's officers, directors, agents, employees, volunteers or contractors relating to this Agreement or the Project.

b. SAFCA shall defend, indemnify, and hold harmless City, its officers, directors agents, and employees from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of SAFCA's officers, directors, agents, employees, volunteers or contractors relating to this Agreement or the Project.

7. Insurance or Self-Insurance. Each party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of

any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

8. Entire Agreement. This Agreement constitutes the entire agreement of City and SAFCA and supersedes any prior written or oral agreement between them concerning the subject matter herein. Any subsequent amendments, modifications, or waivers of this Agreement must be in writing and signed by the authorized representative of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

SACRAMENTO AREA FLOOD CONTROL AGENCY (SAFCA)

By: _____
Executive Director

Approved as to Form

_____
SAFCA Counsel

CITY OF SACRAMENTO (CITY)

By: _____
City Manager

Approved as to Form

_____
City Attorney

Attest

_____

City Clerk