



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 1/31/2012

Report Type: Consent

Title: Agreements: I-5/Cosumnes River Boulevard Extension and Interchange Project (T15018000)

Report ID: 2012-00039

Location: Along Interstate 5, one mile south of Pocket Road/Meadowview Road in the Pocket and Airport Meadowview Planning Areas. (District 7)

Recommendation: Pass a motion 1) authorizing the City Manager to execute a Mitigation Agreement with Sacramento Regional County Sanitation District (SRCSD) in the amount of \$283,725; 2) authorizing the City Manager to execute a wetlands mitigation agreement with Wester Velt Ecological Services in the amount of \$608,270; 3) authorizing the City Manager or his designee to execute Supplemental Agreement No. 5 to City Agreement No. 2007-0406-A with Mark Thomas and Company, Inc. in an amount not to exceed \$150,000; and 4) ratifying Supplemental Agreements Nos. 1, 3 and 4 to City Agreement No. 2007-0406-A with Mark Thomas and Company, Inc. and resetting the City Manager's authority to issue Supplemental Agreements for City Agreement No. 2007-0406-A.

Contact: Nader Kamal, Special Projects Engineer, (916) 808-7035; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Transportation

Presenter: None

Department: Transportation Department

Division: Civil & Electrical Design

Dept ID: 15001131

Attachments:

-
- 1- Description/Analysis
 - 2 - Background Information
 - 3 - Exhibit A - Location Map
 - 4 - Agreement - SRCSD
 - 5 - Agreement - Westervelt
 - 6- Agreement - Mark Thomas

City Attorney Review

Approved as to Form
Jerry Hicks
1/19/2012 10:32:04 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
1/17/2012 12:40:17 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 1/18/2012 11:05:54 AM

Eileen Teichert, City Attorney

Shirley Concolino, City Clerk
John F. Shirey, City Manager

Russell Fehr, City Treasurer



Description/Analysis

Issue: The I-5/Cosumnes River Boulevard Extension and Interchange Project (T15018000) extends Cosumnes River Boulevard from its westerly terminus at Franklin Boulevard to an at-grade intersection with Freeport Boulevard, and includes the construction of a new interchange at I-5 and a new bridge crossing over Morrison Creek and Union Pacific Railroad (UPRR).

Executing a Mitigation Agreement with Sacramento Regional County Sanitation District (SRCSD) to mitigate impacts to native trees during construction of the project and executing an Agreement with Wester Velt Ecological Services for the Sale of Mitigation Credits are required for environmental mitigation. Supplemental Agreement No. 5 with Mark Thomas is needed to restart and complete final design and coordinate with Caltrans and other agencies to move the project forward. All three agreements are needed to move forward with construction of the I-5/Cosumnes River Boulevard Extension and Interchange Project (T15018000).

Policy Considerations: The proposed City Council action is consistent with the City's Strategic Plan goals of improving the transportation system, enhancing livability, and expanding economic development throughout the city. The proposed payments for SRCSD mitigation and mitigation banks are consistent with mitigation requirements identified in the approved Project's Environmental Impact Report.

Environmental Considerations:

California Environmental Quality Act (CEQA): The Project's mitigation and design are consistent with the Project's final approved Environmental Impact Statement/Final Environmental Impact Report (EIS/EIR). The Project final Environmental Impact Report was approved by City Council on May 15, 2007. National Environmental Policy Act (NEPA) was approved by the Federal Highway Administration (FHWA) on May 15, 2007.

Sustainability Considerations: The project will improve access, provide route continuity, and reduce overall vehicle miles traveled in the south area of Sacramento. The project will construct new sidewalks and bike lanes which will increase the use of alternate modes of commuting. The project will also increase the City's urban forest canopy and create an environment more conducive to pedestrian and bicycle trips, thereby encouraging the use of alternate modes of transportation. All of these considerations and improvements are consistent with City's sustainability goals.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The Mitigation Agreements are necessary to

meet the City's commitments to mitigate for the project's environmental impacts and move forward with construction of the I-5/Cosumnes River Boulevard Extension and Interchange Project (T15018000). The City approved the EIR for this project and through the EIR committed to mitigate for impacts created by the project.

Financial Considerations: The current project budget is \$12,862,630 consisting of state, federal, and local transportation funds. There are no general funds planned or allocated for this project. As of December 19, 2011, the I-5/Cosumnes River Boulevard Extension and Interchange Project (T15018000) has an unobligated balance of \$1,760,305, which is sufficient to execute a Mitigation Agreement with Sacramento Regional County Sanitation District (SRCSD) in the amount of \$283,725, execute a wetlands mitigation agreement with Wester Velt Ecological Services in the amount of \$608,220 and execute Supplemental Agreement No. 5 with Mark Thomas and Company, Inc. in an amount not to exceed \$150,000.

Emerging Small Business Development (ESBD): **Emerging Small Business Development (ESBD):** The agreement and supplemental agreements with Mark Thomas and Company, Inc. will be funded mainly through federal funds. Federal funding rules require voluntary Disadvantaged Business Enterprise (DBE) participation and will be applied to the project. ESBE rules are held in abeyance. Mark Thomas and Company, Inc. attained 9.28% DBE participation.

Attachment 1

Background

The I-5/Cosumnes River Boulevard Extension and Interchange Project (T15018000) extends Cosumnes River Boulevard from its westerly terminus at Franklin Boulevard to an at-grade intersection with Freeport Boulevard, and includes the construction of a new interchange at I-5 and a new bridge crossing over Morrison Creek and Union Pacific Railroad (UPRR).

The City approved the final Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the I-5/Cosumnes River Boulevard Extension and Interchange Project (T15018000) on May 15, 2007.

The City and Sacramento Regional County Sanitation District (SRCSD) wish to enter into an agreement to mitigate impacts to native trees during the construction of the Cosumnes River Boulevard Project. This agreement will compensate the County a total of \$283,725 for planting, maintaining, monitoring and reporting on 873 native trees that will be planted on two identified sites on this bufferland property. This agreement describes in detail the site descriptions, planting plan, implementation schedule, maintenance guidelines and monitoring standard. The County will monitor and provide an annual report summarizing the results of the monitoring to the Department of Fish and Game and copy to the City for the first three years.

The City and Wester Velt Ecological Services wish to enter into an agreement in the amount of \$608,270 to purchase credits from the Cosumnes Floodplain Mitigation Bank (Bank) to compensate for the loss of seasonal wetlands. This agreement will comply with the EIR to mitigate for 4.679 floodplain mosaic wetland credits (seasonal wetlands) for this project. The Bank shall monitor and make reports to the appropriate agencies on the status of the credits and shall be completely responsible for satisfying any and all conditions placed on the Bank by all state and federal jurisdictional agencies.

Both of these agreements are necessary in order to obtain the right of way certification needed prior to project bid advertisement and construction of the I-5/Cosumnes River Boulevard Extension and Interchange Project (T15018000).

On April 15 2008, the City executed an Assignment and Assumption Agreement with M & H Realty Partner VI, L.P., SunCal Delta Shores, LLC, and Mark Thomas and Company, Inc. which allowed the City to assume the consultant agreement with Mark Thomas and Company, Inc. from the Developers of Delta Shores in order to complete the engineering design for the Project. Supplemental Agreement (SA) No. 1 and SA No. 2 which was approved by Council on January 6, 2009, were needed to comply with new requirements of approving agencies, provide additional services that were not included in the original scope of work, meet project timelines, and compensate for extra efforts needed to coordinate with the development of Delta Shores. SA No. 3 and No. 4 extended the contract duration and had no monetary compensation.

SA No. 5 in the amount of \$150,000 is needed to restart and complete the final design and coordinate with Caltrans and other agencies to move the project forward. After determining other additional items in detail, staff may return before City Council with SA No. 6 to complete the 100% Plans, Specifications and Estimate.



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EXHIBIT A

Location Map for I-5/COSUMNES RIVER BOULEVARD EXTENSION AND INTERCHANGE PROJECT (PN: T15018000)



Project Location

Department of **TRANSPORTATION**
City of Sacramento

Map Contact: S. Tobin
Map Date: March, 2008

0 750 1,500 3,000 4,500 6,000 Feet





SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

**AGREEMENT TO MITIGATE IMPACTS TO NATIVE TREES
DURING CONSTRUCTION OF THE COSUMNES RIVER BLVD. PROJECT**

THIS AGREEMENT is entered into on _____, between and the Sacramento Regional County Sanitation District, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereinafter referred to as "DISTRICT," and the City of Sacramento, a municipal corporation, hereinafter referred to as "CITY."

RECITALS

WHEREAS, CITY has agreed on measures to mitigate 873 inches of diameter at breast height (DBH) of native trees impacted during the construction of the Cosumnes River Blvd. (CRB) in the southern portion of the City of Sacramento. Trees will be planted at two identified sites on the Bufferlands property; and

WHEREAS, Replacement native trees will be planted in the Bufferlands at a ratio of one per inch of impacted DBH for a total of 873 native trees.

NOW, THEREFORE, the parties agree as follows:

- 1. **INCORPORATION OF RECITALS**
The foregoing recitals are incorporated by reference.
- 2. **DISTRICT'S RESPONSIBILITIES**
Pursuant to the terms of the agreed upon Proposal to Utilize SRCSD Bufferlands to Mitigate for Tree Impacts of Cosumnes River Blvd. Extension, attached as Exhibit "A" and incorporated herein, within three years of receiving funds, DISTRICT shall plant, maintain and monitor for three years, 873 native various species trees at identified sites in the Bufferlands property. The DISTRICT shall ensure that at least 80% of the planted trees (698) survive at the end of the three year period. DISTRICT shall also prepare an annual report of the status of the trees for each year of a three year period following receipt of funds. This report shall be submitted to California Department of Fish and Game with a copy to the CITY.
- 3. **CITY'S RESPONSIBILITIES**
 - A. Provide to DISTRICT a total of \$283,725.00 to support planting, maintaining monitoring, and reporting on the 873 native trees planted on DISTRICT's properties within Sacramento County. CITY shall provide funds to DISTRICT within 60 days of the date of this agreement. DISTRICT shall not be required to perform its responsibilities under this agreement until it has received the total amount of such funds from CITY.
 - B. Require annual reports of the DISTRICT, as outlined above in Section 2.

4. INDEMNIFICATION

A. CITY shall indemnify, defend and hold harmless DISTRICT, its officers, employees and agents from and against all claims, losses, damages, liability, and expenses (including attorney fees) caused by any act or omission of CITY arising out of or alleged to arise out of the obligations and responsibilities imposed on CITY by this AGREEMENT.

B. DISTRICT shall indemnify, defend and hold harmless CITY, its officers, employees and agents from and against all claims, losses, damages, liability, and expenses (including attorney fees) caused by any act or omission of DISTRICT arising out of or alleged to arise out of the obligations and responsibilities imposed on the DISTRICT by this AGREEMENT.

5. SUCCESSORS AND WAIVERS

This AGREEMENT binds the successors of CITY and DISTRICT in the same manner as if they were expressly named. Waiver by either party of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or any other right hereunder.

6. NOTICE

A. All notices or other communication required hereunder shall be in writing, and shall be personally delivered or sent by first class mail, postage prepaid and sent to the following persons:

TO DISTRICT:

Sacramento Regional Wastewater
Treatment Plant
8521 Laguna Station Road
Elk Grove, CA 95758
Attn: Contracts Payment Desk

TO CITY:

City of Sacramento
915 I Street, Room 2000
Sacramento, CA 95814-2604
Attn: Nader Kamal, Project Manager

B. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

4. GOVERNING LAW

This AGREEMENT shall be governed by and constructed in accordance with the laws of the State of California.

5. SEVERABILITY

If any provision of this AGREEMENT is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this

AGREEMENT, and this AGREEMENT will be construed and enforced as if the invalid or unenforceable provision had not been included.

6. AUTHORITY TO BIND

The persons signing on behalf of the parties to this AGREEMENT warrant that they have the legal authority to execute this AGREEMENT.

7. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding of the parties relating to the subject matter of this AGREEMENT. Any representation or promise of the parties relating to the project shall not be enforceable unless it is contained in this AGREEMENT or in a subsequent written amendment of this AGREEMENT executed by the governing bodies of all parties. In the event of a dispute between the parties as to the language of this AGREEMENT or the construction or meaning of any term hereof, this AGREEMENT shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this AGREEMENT.

(SIGNATURE PAGE FOLLOWS)

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

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700

THE CITY OF SACRAMENTO, a municipal corporation

By: _____
Stan Dean, District Engineer

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Agreement Approved by the Board of Directors with Authority Delegated to the District Engineer to execute the Agreement on behalf of District.


APPROVED AS TO FORM:

CITY ATTORNEY

Agenda Date: _____

Item Number: _____

Resolution No.: _____

Reviewed and Approved for form by District Counsel

By:  _____
Lisa A. Travis
Supervising Deputy County Counsel

Date: 1/3/11

Prepared by:  _____
Mike Miller, Administrative Services Officer II
Contract Services Section / Accounting & Fiscal Services
Phone: (916) 874-7034

EXHIBIT A**Proposal to Utilize the SRCSD Bufferlands to Mitigate for Tree Impacts of
Cosumnes River Blvd. Extension****Introduction**

In order to mitigate for the removal of trees associated with the Cosumnes River Blvd. (CRB) Extension Project implemented by the City of Sacramento, the Sacramento Regional County Sanitation District (SRCSD) staff proposes to plant approximately 873 native trees on two sites within the 2,650-acre Sacramento Regional Wastewater Treatment Plant (SRWTP) Bufferlands in southern Sacramento County. An additional 108 trees will be planted within the CRB right-of-way. Planting, maintenance, and monitoring of these 108 trees will be the responsibility of the CITY. None of these impacts is associated with SRCSD projects. However, the proximity of the impacts to the Bufferlands and the availability of suitable land make the Bufferlands a logical site to mitigate for CRB impacts. The first planting site is less than 100 meters south of the proposed CRB alignment and west of Franklin Blvd. Approximately 173 trees will be planted on this site and they will primarily be valley oak (*Quercus lobata*) trees. The second site is approximately 800 meters south of the first and adjacent to Lost Lake. This mitigation planting of approximately 700 trees may include species such as cottonwood (*Populus fremontii*), willow (*Salix spp.*), box elder (*Acer negundo*), Oregon ash (*Fraxinus latifolia*), valley oak (*Quercus lobata*), and other appropriate native tree species.

Trees will be planted into pre-augered holes and protected with tree protectors and weed cloth. During the establishment period, trees will be irrigated as needed to ensure long-term survival. SRCSD Bufferlands staff will monitor the trees and submit a report to the California Department of Fish and Game (DFG) annually for three years after the planting is completed.

Preservation of Mitigation Sites

The SRCSD was formed in 1973 to provide a regional wastewater conveyance, treatment, and disposal system for the entire urbanized area of Sacramento County. In addition to the 900 acres of land required to build the SRWTP, the SRCSD also purchased 2,650 acres surrounding the treatment plant site to serve as a "buffer" between the SRWTP operations and the surrounding existing and planned residential communities. This land is known as the Bufferlands. In this rapidly developing area of the county of Sacramento, the Bufferlands provide a large area of open space and phenomenal wildlife habitat. Hundreds of acres of wetlands, riparian forests, perennial grasslands, vernal pools, and other habitats can be found on the Bufferlands.

In addition to managing the existing Bufferlands habitats, the SRCSD also strives to restore native plant communities that had been degraded or lost. These efforts have resulted in the establishment of hundreds of acres of native riparian forest and

perennial grassland, augmenting existing mature forests and open annual grassland habitats.

Today, the Bufferlands supports over 227 species of birds, 25 species of mammals, 20 species of fish, and 21 special status species. With much of the Bufferlands habitats now restored or under sound management programs, the SRCSD has drafted a Bufferlands Master Plan to guide activities within the Bufferlands. The plan, a component of the SRWTP 2020 Master Plan, establishes a long-term, cost-effective management direction for the Bufferlands that will maintain the existing buffer function, and further protect and enhance the area's environmental resources.

The Bufferlands Master Plan builds on the management objectives from previous Bufferlands management documents, including the following:

- To provide and maintain extensive areas of open space, high-quality wildlife habitat, and other valuable natural resources on the Bufferlands;
- To provide areas to mitigate environmental impacts associated with SRCSD projects
- To promote public enjoyment and appreciation of the Bufferlands through educational outreach

The stated commitment to habitat restoration and preservation ensures the long-term viability of mitigation projects within the Bufferlands.

Site Description

The proposed tree mitigation sites are both within one mile of a majority of the tree impacts associated with the CRB Extension project (see attached map). The first site (Site A on map) is dominated by non-native annual vegetation as well as several species of non-native trees. Additionally, a small native tree restoration project is adjacent to the site. These trees will augment this planting to create a larger block of valley oak woodland habitat.

The Lost Lake site (Site B on map) is located between a large native tree planting and the shores of Lost Lake, an abandoned gravel mining operation. The higher areas of this site will be dominated by valley oaks and the lower areas near the lake will be planted with more mesic riparian trees such as cottonwood and willow. Currently the site is dominated by non-native annual vegetation.

Bufferlands Natural Resource Specialists have surveyed the proposed sites and have determined they will support many species of native trees and shrubs, including cottonwood (*Populus fremontii*), several willow species (*Salix spp.*), box elder (*Acer negundo*), Oregon ash (*Fraxinus latifolia*), valley oak (*Quercus lobata*), and California wild rose (*Rosa californica*).

Planting Plan

Bufferlands staff will plant trees from 40 cubic-inch (dee-pot size) container stock facilitating rapid establishment. Larger container sizes often require more extensive irrigation and maintenance to become established.

Site preparation will include mowing to minimize initial weed competition, augering 12-inch diameter holes to a depth of three feet to promote vertical root growth, and installation of an above ground irrigation system. Prior to planting, the holes will be backfilled to mix the soil profile and adequately watered to eliminate large air pockets and prevent post-planting subsidence. In addition to the pre-planting site preparation, a 4'x 4' weed barrier and Tubex brand or similar tree protector will be installed at each tree planting site.

Both plantings will be tied into existing irrigation systems to supply water. For this planting, a 1.25" schedule 40 PVC mainline will supply water to 0.625" diameter drip hose. Each tree site will be fitted with a "flag-type" emitter capable of delivering >4 gallons per hour (16 liters/hr.).

Implementation Schedule

All preliminary site preparation, including discing, mowing, auguring, and irrigation installation will take place prior to planting. Trees will be planted either in the fall or early spring to reduce transplant shock and to allow them to begin growing prior to the harsh summer months. Trees will be irrigated to the point of saturation within 24 hours of planting, and irrigation will continue as needed.

During the first three years or until the trees are established, deep and infrequent irrigations will be supplied to promote downward root growth and maintain vigor. The goal of the irrigations will be to gradually decrease the tree's dependency on supplemental water. A typical irrigation schedule for this soil type and depth to groundwater would supply 60-80 gallons of water once every four weeks during the first year, and gradually lengthening the interval between irrigations during subsequent years. Qualitative monitoring between irrigations will be used to determine timing for subsequent irrigations. During the first three years, the trees will be watered prior to, or immediately after, the first signs of drought stress are detected.

Short-term Maintenance Guidelines

To ensure that mitigation projects meet the prescribed survival growing plants will be monitored and maintenance performed as needed.

Irrigation – Systems will be checked before and during each watering cycle to ensure that each plant is receiving adequate water delivery. In addition, soils tests, such as extracting soil cores, will be performed to check soil moisture at rooting depths. If soil moisture is not reaching the root zones, then irrigation delivery rates and duration will be adjusted accordingly.

Animal damage – Plants will be inspected for damage by browsing and gnawing animals, including the areas below ground.

- Tree protection tubes (if used) will be checked regularly and faulty or broken tubes replaced or repaired as needed.

- Leaf and other plant tissue will be checked for insect damage. If damage is located and proved excessive, control measures will be implemented.

Weed Control -Planting areas will be checked regularly for weed competition. Weeds will be removed from the immediate area around each plant and weed barrier fabric (if used) will be repaired or replaced as needed. Areas between planting rows will be mowed 1-2 times during the growing season to reduce weed seed production, reduce competition for water and nutrients, and to reduce the area's attractiveness to voles and other vertebrate pests that can damage young trees.

Monitoring / Performance Standard

Yearly monitoring for the first three seasons will include evaluating plant survival, vigor and height. The performance standard for these plantings will be met if the plantings achieve an 80% survival rate at the end of the three year monitoring period. If survival drops below 80%, corrective measures will be taken to ensure the goals of the mitigation are achieved. Annual reports summarizing the results of this monitoring will be submitted to the California Department of Fish and Game.

Survival will be determined by inspecting the plants for viable above ground biomass. Additionally, height will be estimated to the nearest 0.5 feet and each tree will be given a vigor rating of good, fair, poor or dead. To assess individual tree vigor, the presence of the following criteria will be evaluated:

- Disease symptoms
- Low-density foliage
- Atypical leaf color
- Stem and foliar vigor (e.g. signs of desiccation, leaf curl)
- Browsing or other wildlife related damage
- Vandalism

The description of each vigor rating is as follows:

Good: less than 25% of the plant is affected by the conditions listed above

Fair: 25-75% of the plant is affected by the conditions listed above

Poor: more than 75% of the plant is affected by the conditions listed above

Dead: a plant with no viable aboveground biomass

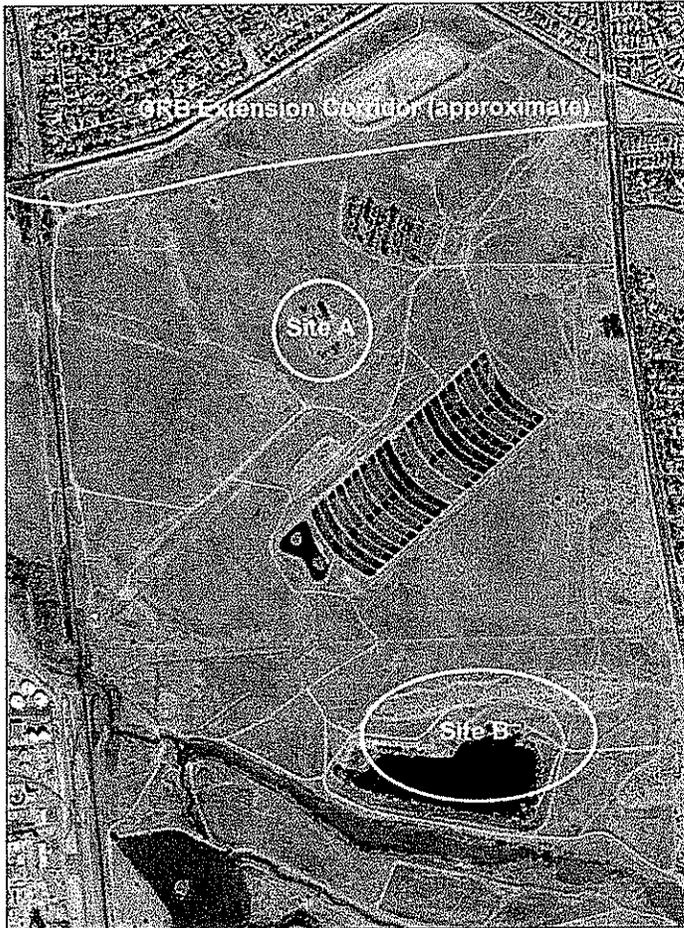
Long-term Management Recommendations

Although tree care is most critical during the establishment phase of a tree mitigation site, long-term monitoring and management are necessary to ensure a healthy ecosystem that provides a full compliment of habitat values. Long-term management should include periodic inspections for the following aspects:

- Disease and pest damage
- Invasion by exotic species
- Wildlife usage
- Adequate recruitment to ensure sustainability
- Changes in surrounding land use or hydrology that could jeopardize sustainability

Any issues identified during inspections will be discussed by area managers in relation to the area's goals and uses. Corrective actions can be identified that will ensure the long-term viability of the trees and associated habitats.

Map of Planting Sites



COSUMNES FLOODPLAIN MITIGATION BANK
AGREEMENT FOR SALE OF MITIGATION CREDITS
Permit Number: SPK-2002-00237

This Agreement is entered into this ____ day of DECEMBER, 2011, by and between WESTERVELT ECOLOGICAL SERVICES (Bank Sponsor) and CITY OF SACRAMENTO, DEPARTMENT OF TRANSPORTATION (Project Applicant), jointly referred to as the "Parties," as follows:

RECITALS

A. The Bank Owner has developed the Cosumnes Floodplain Mitigation Bank located in Sacramento County, California; and

B. The Bank was approved by the U.S Army Corps of Engineers (USACE), U.S Environmental Protection Agency (USEPA) and California Department of Fish and Game (DFG) (jointly referred to as "Agencies") on **September 30, 2009**, and is currently in good standing with these agencies; and

C. The Bank has received approval from the Agencies to offer riparian wetlands and seasonal wetlands under the Clean Water Act and riparian forest, Scrub Shrub, and Shaded Riverine Aquatic (SRA) credits through the *Cosumnes Floodplain Mitigation Bank Enabling Instrument* (Bank Agreement); and

D. Project Applicant is seeking to implement the **I-5 Cosumnes River Boulevard Interchange Project** described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact of seasonal wetlands and seeks to compensate for the loss of seasonal wetlands by purchasing Credits from the Bank; and

E. Project Applicant has been authorized by the U.S. Army Corp of Engineers (SPK-2002-00237), to purchase from the Bank **4.679** floodplain mosaic wetland credits (**seasonal wetlands**) upon confirmation by the Bank Owner of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase from Bank and Bank desires to sell to Project Applicant **4.679** floodplain mosaic wetland credits (**seasonal wetlands**);

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank hereby sells to Project Applicant and Project Applicant hereby purchases from Bank **4.679** floodplain mosaic wetland credits (**seasonal wetlands**) for the purchase price of **\$608,270**. The Bank will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The purchase price for said credits shall be paid by cashier's check or, at the option of Bank, wire transfer of funds according to written instructions by Bank to Project Applicant.

2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Applicant. Bank shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant hereby commits to purchase the Credits and in association therewith shall tender payment for the Credits no later than 30 days from the date of this Agreement.

6. Upon purchase of the credits specified in paragraph D above, the Bank shall submit to the parties listed in the Notices section of the Bank Agreement / Bank Enabling Instrument, copies of the: a) Agreement for Sale of Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Service File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory / ledger should include all sales data from bank opening/establishment to the present.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

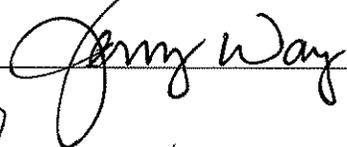
BANK:

WESTERVELT ECOLOGICAL SERVICES, LLC
Cosumnes Floodplain Mitigation Bank Sponsor

By:  Date: 12/20/2011

PROJECT APPLICANT:

CITY OF SACRAMENTO, DEPARTMENT OF TRANSPORTATION

By:  Date: 12-29-11

APPROVED AS TO FORM:

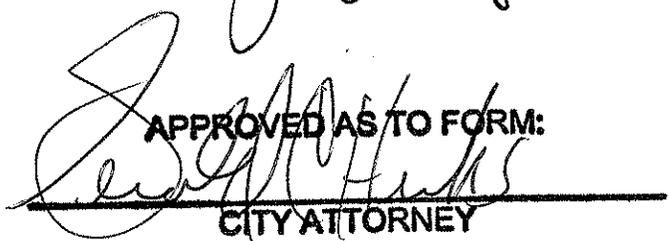

CITY ATTORNEY

Exhibit "A"

**DESCRIPTION OF PROJECT
TO BE
MITIGATED**

The project is located within the Sacramento city limits in Section 7, Township 7 north, Range 5 East, MDB&M, Florin USGS Topographic Quadrangle, latitude 38.46464, Longitude -121.47566, Sacramento County, California.

The project will construct a connector road from Freeport Boulevard to the current western terminus of Cosumnes River Boulevard (CRB) at Franklin Boulevard in southwest Sacramento, California. The new road will include an elevated crossing and interchange at I-5 and an elevated crossing over the Morrison Creek floodway and the Union Pacific Railroad (UPRR).

The four main I-5/CRB Project components are:

- Cosumnes River Boulevard Extension;
- I-5 Overcrossing and Interchange;
- Morrison Creek and the UPRR overcrossing; and
- Morrison Creek access road.

The Cosumnes River Boulevard Extension will be four lanes between Franklin Boulevard and 24th Street, six lanes between 24th Street and I-5, and four lanes between I-5 and Freeport Boulevard. The proposed I-5 interchange is a Type L-9 partial cloverleaf design that includes a four lane overcrossing structure and turn lanes provided at the on-ramps. The overcrossing will be located at approximately the same location as the existing Stonecrest Avenue overcrossing, which will be removed. The interchange will include two-lane diagonal off-ramps from I-5 in each direction with signalized termini and two loop on-ramps with provisions for ramp metering for southbound and northbound movements. Both on-ramps will be two lanes with one of the lanes being a high occupancy vehicle (HOV) bypass lane.

Bicycle and pedestrian movements will be accommodated on the I-5 overcrossing with the use of signalized crossings at the on-ramps.

In addition, a series of drainage ditches will be constructed to convey stormwater runoff from impervious surfaces into adjacent waterways.

The Morrison Creek overcrossing will measure 89 feet wide, 740 feet long, having 27 vertical feet of clearance over the UPRR and 18 vertical feet of clearance over the Morrison Creek levees. Six piers and two abutments will support the overcrossing superstructure. Each pier will consist of four columns pinned to a pile/pile cap foundation. The bridge abutments will be constructed on earthen approach ramps constructed on the landsides of the Morrison Creek floodway levees.

A permanent access road will be constructed in the Morrison Creek floodway to allow 65-foot-long trucks carrying materials access to the temporary construction area within the Morrison Creek floodway. This will require the discharge of fill material (gravel) into seasonal wetlands within the floodway. Prior to access road work, permissions will need to be obtained from UPRR to cross their tracks and from Sacramento Regional County Sanitation District (SRCSD). The road would remain permanently to allow future bridge and levee inspections by maintenance vehicles.

Temporary access to the floodway may be necessary from the west using a temporary embankment over the west levee. A temporary bypass pipe or culvert(s), sized to maintain expected downstream flow, will be placed in Morrison Creek to allow the construction of an earthen ramp from the top of the levee to the construction area. The ramp would be capable of supporting large construction equipment and haul trucks. The proposed project will involve the permanent discharge of approximately 18,283 cubic yards of fill material into 2.158 acres of waters of the U.S. (WOUS), including 1.648 acre of seasonal wetland, 0.176 acre of drainage ditch, and 0.334 acre of seasonal wetland swale. In addition, the proposed project involves 1.970 acres of temporary impacts to WOUS, including 1.945 acre of seasonal wetland, 0.011 acre of seasonal wetland swale, and 0.014 acre of Morrison Creek.

Exhibit "B"

BILL OF SALE

In consideration of \$608,270, receipt of which is hereby acknowledged, *Cosumnes Floodplain Mitigation Bank* Sponsor does hereby bargain, sell and transfer to the CITY OF SACRAMENTO, DEPARTMENT OF TRANSPORTATION, 4.679 floodplain mosaic wetland credits (**seasonal wetlands**) in the *Cosumnes Floodplain Mitigation Bank* in Sacramento County, California, developed, and approved by the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, and California Department of Fish and Game.

Westervelt Ecological Services represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Westervelt Ecological Services covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

Cosumnes Floodplain Mitigation Bank Sponsor

By: _____

Exhibit "C"

**Cosumnes Floodplain Mitigation Bank
FLOODPLAIN MOSAIC WETLAND CREDITS: PAYMENT RECEIPT**

PARTICIPANT INFORMATION

Name: City of Sacramento, Department of Transportation
Address: 915 I Street, Room 2000, Sacramento, California 95814-7923
Telephone: (916) 808-7035
Contact: Nader Kamal, Special Project Engineer

PROJECT INFORMATION

Project Description: I-5 Cosumnes River Boulevard Interchange Project
Permit File Number: SPK-2002-00237
Species/Habitat Affected: ephemeral drainages, wetlands, and seasonal swales
Credits to be Purchased: **4.679** floodplain mosaic wetland credits (**seasonal wetlands**)
Payment Amount: \$608,270
Project Location: Sacramento County
County/Address: Sacramento County

PAYMENT INFORMATION

Payee: Westervelt Ecological Services, LLC
Payer: City of Sacramento
Amount: Six Hundred Eight Thousand Two Hundred and Seventy Dollars (\$608,270)
Method of payment: Cash Check No. Money Order No.

Received by: _____ Date: _____
(Signature)

Name: _____ Title: _____



City of Sacramento **SUPPLEMENTAL AGREEMENT**

Contract #: **2007-0406-5** Date: **12/22/11**
Purchase Order #: **0000001795** Supplemental Agreement #: **5**
Job#: **T15018000** Project Title: **I-5/Cosumnes Boulevard Extension and Interchange Project**

The City of Sacramento ("City") and Mark Thomas & Company, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2007-0406 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

- 1. The Scope of Services specified in Exhibit A of the Agreement is amended as follows:

See Exhibit A

- 2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Contractor's fees and expenses, is increased by \$150,000.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	<u>\$2,930,117.00</u>
The net change by previous Supplemental Agreements:	<u>\$572,712.00</u>
The not-to-exceed amount prior to this Supplemental Agreements:	<u>\$3,502,829.00</u>
The contract sum will be increased by this Supplemental Agreement:	<u>\$150,000.00</u>
The new not-to-exceed amount including all Supplemental Agreements:	<u>\$3,652,829.00</u>

- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Working Days by reason of the performance of the work required by this Supplemental Agreement.
- 4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Nader Kamal
Project Manager

Approved as to Form By:

[Signature]
City Attorney

Approved By:

[Signature]
Contractor

Approved By:

City of Sacramento

Attested to By:

City Clerk

Exhibit A

I-5/Cosumnes Boulevard Extension and Interchange Project

2007-0406

12/22/11

<i>Description</i>	<i>Amount</i>
Supplemental Agreement #5	
PCO # 9.0 Client Initiated Changes 12/22/11 See attachment A	\$150,000.00
1 Items	Total for Change Order # 5
	\$150,000.00

1 Items	Total for Contract # 2007-0406	\$150,000.00
<i>Totals By Reason</i>	Changed/Unforeseen Conditions	\$0.00
	Changes to Bid Documents	\$0.00
	Client Initiated Changes	\$150,000.00



MARK THOMAS & COMPANY, INC.
 Providing Engineering, Surveying and Planning Services

December 23, 2011

Mr. Nader Kamal
 Department of Transportation
 915 I Street, Room 2000
 Sacramento, CA 95814

RE: PROPOSAL FOR EXTRA WORK NO. 5 FOR COSUMNES RIVER BLVD PS&E

Dear Mr. Kamal:

Per your request, please accept our proposal for extra work for the Cosumnes River Blvd/I-5 Interchange and Extension Project (PN:TV76). We are excited to restart this project and we look forward to a successful delivery of the plans, specifications and estimates for construction. The project has been on-hold for over a year now. During which time, we have supported the City in their push to prepare and approve a cost sharing agreement with the developer. The effort to provide this support has exhausted our remaining budget. Our proposal for extra work includes the tasks and budgets required to incorporate 95% comments and submit 100% PS&E for review. Because the plans have been on hold and we anticipate new reviewers and new comments at the 100%, there may be an additional work request necessary in the future to complete the project. The tasks and budget required to incorporate 95% plan comments and submit 100% plans, specifications, and estimates are as follows:

OFFICES
 Cupertino
 Fresno
 Pleasanton
 Sacramento
 Salinas
 San Jose
 San Mateo
 County
 Walnut Creek

Task 1.0 Morrison Creek Overhead Structure Design and Plans

AECOM will finalize the design and plans from 95% to 100%. MTCO will perform the independent check, included in Task 7.0

Additional Fee:

AECOM \$30,000

Task 2.0 Geotechnical and Foundation Reports

Blackburn Consulting will submit the Draft and Final Geotechnical and Foundation reports for the Morrison Creek Overhead structure and roadway extension.

Additional Fee:

Blackburn Consulting \$15,000

Task 3.0 Signal, Lighting and Interconnect Plans

Fehr and Peers will revise the plans near the proposed RT station, revise the signal plans to at intersections "A" and "B", and update the overall plans and specifications.

Additional Fee:

Fehr & Peers \$14,000

Task 4.0 Prepare SWPPP and File Notice of Intent

Per the new storm water requirements, ICF International will prepare the SWPPP, upload the draft plans to the Flood Control Board's website, and obtain a WDID number for construction.

Additional Fee:

ICF \$14,000

Task 5.0 CRB Landscaping and Irrigation Plans

ORSEE design will prepare 100% plans for the irrigation and landscaping from the I-5 interchange, east to Franklin Blvd. The interchange and irrigation will be designed under a separate contract.

Additional Fee:

ORSEE Design \$15,000

Task 6.0 Project Management

MTCO will continue to manage the project, which generally includes coordinating with our subconsultants, the City of Sacramento, Caltrans, SRCSD, FRWA and private utility companies. MTCO will coordinate, lead, and prepare agendas and meeting minutes for regularly scheduled coordination meetings.

Additional Fee:

Mark Thomas & Co \$20,000

Task 7.0 Civil Design and Plans

MTCO will incorporate the 95% plan comments and submit 100% plans for review.

Additional Fee:

Mark Thomas & Co \$30,000

Task 8.0 Survey Mapping Revisions

MTCO will revise the right of way appraisal maps, acquisition documents that were affected by the Regional Transit South Line light rail extension project. This task also includes on-going coordination with the City of Sacramento's real estate department.

Additional Fee:

Mark Thomas & Co \$12,000

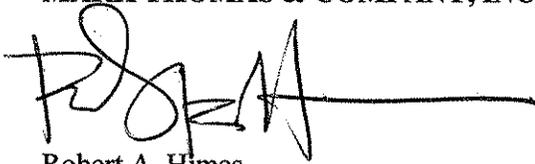
A summary of the additional fees is included as follows:

Company	Fee
AECOM	\$30,000
Blackburn Geotechnical	\$15,000
Fehr & Peers Associates	\$14,000
ICF International	\$14,000
Orsee Design	\$15,000
MTCO (Management)	\$20,000
MTCO (Civil Design and Plans)	\$30,000
MTCO (Survey Revisions)	\$12,000
Total	\$150,000

Again we are excited to start work on this project again. If you have any questions regarding this proposal for extra work, please contact me or Matt Brogan of our office.

Sincerely,

MARK THOMAS & COMPANY, INC.



Robert A. Himes
Principal / Vice President – Sacramento