



City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814

www.cityofsacramento.org

File #: 2016-01564

January 10, 2017

Consent Item 25

Title: Agreement: Sacramento Area Flood Control Agency (SAFCA) Payment of Cost for Sump 58 Retrofit

Recommendation: Pass a Resolution authorizing 1) execution of an agreement with SAFCA for payment of the cost to retrofit Sump 58 for a not-to-exceed amount of \$125,000; and 2) establishment of the related revenue and expenditure reimbursable budgets.

Location: District 1

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Brett Grant, Supervising Engineer, (916) 808-1413, Bill Miller, Senior Engineer, (916) 808-1705, Department of Utilities

Presenter: None

Department: Department of Utilities

Attachments:

1-Description/Analysis

2-Resolution

3-Agreement

Description/Analysis

Issue Detail: Staff recommends Council approve an agreement with the Sacramento Area Flood Control Agency (SAFCA) for payment of the cost to retrofit a City drainage pumping station, Sump 58.

Policy Considerations: The amendment is consistent with the City's General Plan goals of improving and expanding public safety and achieving sustainability and livability. SAFCA's Board, on October 20, 2016, authorized its Executive Director to execute an agreement with the City of Sacramento for payment of the cost to retrofit Sump 58. City Council approval is required for all agreements of \$100,000 or more.

Economic Impacts: None.

Environmental Considerations: The Sump 58 retrofit project has been determined to be exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15301 - Existing Facilities. Consistent with CEQA Guidelines Section 15301, the retrofit project consists of the operation, repair, maintenance, and minor alteration of an existing public facility and mechanical equipment with negligible expansion of use beyond that existing at the time of the lead agency's determination.

Sustainability: The project is consistent with the City's Sustainability Master Plan and sustainability targets as it will improve flood protection in the region.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The retrofit of Sump 58 will provide continued flood protection to City residents and avoid a loss in discharge capacity. Additionally, the Local Project Participation Agreement (LPPA) and the Project Participation Agreement (PPA) provides that the State and SAFCA are responsible for lands, easements, rights of way, relocations, and disposal sites (LERRDs) required for the Project. The cost of the retrofit is considered a LERRD required for the Project, and is therefore a responsibility of SAFCA.

Financial Considerations: The agreement provides for SAFCA to reimburse the City for the cost to retrofit Sump 58 as part of the Natomas Basin Project. Staff recommends establishing revenue and expenditure budget in the Drainage Sump Replacement and Rehabilitation Program (W14130600) in the Storm Drainage Grant Fund (6211) in the not-to-exceed amount of \$125,000 to perform the retrofit work. SAFCA will reimburse the City for a not-to-exceed amount of \$125,000.

There are no General Funds planned or allocated for this project.

Local Business Enterprise (LBE): The City's LBE program requirements do not apply to this reimbursement agreement.

Background: The LPPA for the Natomas Basin Project between the State and SAFCA was signed on August 17, 2016. The PPA for the American River Watershed Project, Natomas Basin between the U.S. Department of the Army, the State and SAFCA was signed on August 18, 2016.

With the signing of the LPPA and the PPA, the efforts to reduce flood risk for the Natomas Basin move from the primarily locally-led Natomas Levee Improvement Program (NLIP), to the primarily Federally-led Natomas Basin Project.

The City owns and operates a drainage pumping station in the Natomas Basin that is identified as Sump 58, located at the landside toe of the levee at the west end of Azusa Street. The USACE's design of the Project features along the American River north levee indicate that the Sump 58 discharge pipes crossing this levee need to be raised to meet the new 200-year design criteria. Raising the pipes will reduce the discharge capacity of Sump 58 because of the higher discharge head.

To avoid the reduction in Sump 58 discharge capacity, the City has determined that retrofitting the station's pumps and motors will return the station's capacity to prior levels. The City prefers to undertake the retrofit activities itself rather than having the USACE contract for the work. The USACE has requested that SAFCA enter into an agreement with the City to pay the City for its retrofit cost.

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVAL OF AGREEMENT FOR PAYMENT OF THE COST TO RETROFIT SUMP 58 AND RELATED BUDGETARY ACTION

BACKGROUND

- A. In June, 2014 Congress authorized the Water Resources Reform and Development Act that included authorization for the American River Watershed Project, Natomas Basin improvements (Project), under which the U.S. Army Corps of Engineers (USACE) will continue the work Initiated by the Natomas Levee Improvement Program.
- B. The Local Project Participation Agreement (LPPA) and the Project Participation Agreement (PPA), signed in August 2016, provide that the State and Sacramento Area Flood Control Agency (SAFCA) are responsible for lands, easements, rights of way, relocations, and disposal sites (LERRDs) required for the Project.
- C. The USACE's design of the Project features along the American River north levee indicate that the City's Sump 58 discharge pipes crossing this levee need to be raised to meet design criteria, which will result in the loss of discharge capacity for the City's pumping station unless the Sump is retrofitted.
- D. The USACE has requested that SAFCA enter into an agreement with the City to pay the retrofit cost since the cost is determined to be a LERRD required for the Project.
- E. Under the proposed agreement, SAFCA will reimburse the City the cost to retrofit Sump 58, for a not-to-exceed amount of \$125,000.

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

- Section 1. The City Manager or the City Manager's designee is authorized to:
 - A. Execute an agreement with SAFCA for payment of the cost to retrofit Sump 58; and
 - B. Establish the revenue and expenditure reimbursable budgets for the Drainage Sump Replacement and Rehabilitation Program (W14130600) for an amount of \$125,000.

**AGREEMENT FOR PAYMENT FOR THE RETROFIT OF
CITY OF SACRAMENTO SUMP 58 (AZUSA) AS PART OF THE
USACE NATOMAS BASIN PROJECT
(SAFCA Contract No. 1375)**

This Agreement is made and entered into on _____, 2016 by and between the **City of Sacramento**, a charter city (“City”), and the **Sacramento Area Flood Control Agency**, a joint powers authority (“SAFCA”).

RECITALS

A. The Natomas Levee Evaluation Study Final Report, dated July 14, 2006, identified improvements to the Reclamation District No. 1000 levees that were needed to provide the Natomas Basin with 200-year flood protection.

B. SAFCA has developed the Natomas Levee Improvement Program (NLIP) to increase the level of flood protection provided to the Natomas Basin.

C. The U.S. Army Corps of Engineers (USACE) has prepared the 2010 American River Common Features Project, Natomas Post-Authorization Change Report describing improvements to the Natomas Basin levees in Sacramento and Sutter Counties, California and construction or implementation of the Project is authorized by Congress in Section 209 of the 1962 Flood Control Act (Pub. L. No. 87-874), Section 101 of the Water Resources Development Act (WRDA) of 1996 (Pub. L. No. 104-303, § 101(a)(1), 110 Stat. 3658, 3662-3663 (1996)), as amended by Section 366 of WRDA 1999 (Pub. L. No. 106-53, § 366, 113 Stat. 269, 319-320 (1999)), the Energy and Water Development Act of 2004 (Pub. L. No. 108-137, § 129, 121 Stat. 1844, 1947 (2003)), and the Water Resources Reform and Development Act of 2014 (Pub. L. No. 113-121, § 7002, 128 Stat. 1193, 1366 (2014)).

D. SAFCA has partnered with the California Central Valley Flood Protection Board (CVFPB) and the USACE on the design of the various components of the flood risk reduction projects for the Natomas Basin.

E. The City owns and operates a drainage pumping station in the Natomas Basin that is identified as Sump 58.

F. The USACE's design of the project features along the American River north levee indicate that the Sump 58 discharge pipes crossing this levee need to be raised to meet design criteria.

G. Raising the pipes will reduce the discharge capacity of Sump 58 because of the

higher discharge head.

H. To avoid the reduction in Sump 58 discharge capacity, the City has determined that retrofitting the station's pumps and motors will return the station's capacity to prior levels.

I. The City indicated that it would prefer to undertake the retrofit activities rather than having the USACE contract for the work.

J. The USACE has requested that SAFCA or the CVFPB enter into an agreement with the City to pay the City for its retrofit cost.

K. SAFCA and the City desire to set forth their understanding and agreement as to the roles and responsibilities of each party with respect to the work at Sump 58 (Sump 58 Retrofit Project).

AGREEMENT

NOW, THEREFORE, City and SAFCA agree as follows:

I. City's Obligations.

A. City agrees to perform and provide for the following services in furtherance of the Sump 58 Retrofit Project:

(i) Retain consultants and/or contractors or provide City staff necessary to plan, engineer, design, and procure, and install equipment sufficient to implement the Sump 58 Retrofit Project, and obtain all of the permits and approvals necessary to construct the Sump 58 Retrofit Project, including any necessary environmental permits and approvals.

(ii) Implement the Sump 58 Retrofit Project consistent with the City's procurement requirements, and manage the construction of the Sump 58 Retrofit Project to completion in accordance with the cost limitations provided in section 2 below. After the retrofitting operations are initiated, any changes that increase the Project amount by more than \$25,000 shall be provided to SAFCA's Director of Engineering for review and comment prior to City approval. If the amount of changes approved by City increases the total project cost in excess of SAFCA's maximum funding amount specified in Section 2(A) below, SAFCA shall not be obligated to pay any of this increased amount unless the City and SAFCA agree to amend this Agreement to reflect the increased cost and funding. If SAFCA and City execute an amendment to this Agreement that increases SAFCA's maximum funding amount, the additional amount shall be paid by SAFCA with its last scheduled payment.

(iii) City shall pay the cost to perform the services specified in subsections (i) and (ii), above (including the costs of planning and design, equipment procurement and installation, construction contract or contracts, construction contract management, equipment testing, and environmental or other mitigation required for construction of the Sump 58 Retrofit

Project).

(iv) City shall perform the services described above pursuant to the schedule set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. The City agrees to submit a summary of the Sump 58 Retrofit Project to SAFCA reflecting the improvements made under the Sump 58 Retrofit Project, the materials and equipment provided, the cost of said materials and equipment, and the cost of consultants, contractors, and/or City staff involved in the work, including adequate documentation thereof.

C. At any time after the Sump 58 Retrofit Project improvements are accepted as complete by the City, if SAFCA has contributed funds greater than the SAFCA Funding Amount, including any duly-approved increases to the Funding Amount, City shall return any SAFCA funding in excess of the SAFCA Funding Amount to SAFCA.

2. SAFCA's Obligations.

A. Subject to City's performance of the obligations above, SAFCA agrees to fund up to One Hundred and Twenty-Five Thousand Dollars (\$125,000) ("SAFCA Funding Amount"), which is outlined in **Exhibit B** attached hereto and incorporated herein by this reference, for the costs of implementing the Sump 58 Retrofit Project, as set forth below:

(i) SAFCA shall provide to City funds in the amount of One Hundred Thousand Dollars (\$100,000) on or before April 1, 2017. Within thirty days after the date of receipt and acceptance of the summary provided in accordance with paragraph 1.B. above, SAFCA shall provide to City funds in an amount equal to the additional costs expended by City to implement the Sump 58 Retrofit Project, said amount not to exceed the balance of the SAFCA Funding Amount unless the SAFCA Funding Amount has been increased by means of an amendment to this Agreement. SAFCA is allowed to accelerate payments if the SAFCA desires to make payments ahead of the scheduled listed above.

3. Term of Agreement. Unless terminated by mutual written agreement of the parties, this Agreement shall remain in effect until the Sump 58 Retrofit Project is completed as evidenced by acceptance of the completed Sump 58 Retrofit Project by the City, and all payments or reimbursements provided for in this Agreement have been made. Any provisions of this Agreement capable of performance after the expiration of such term shall survive and not be affected by the expiration of such term.

4. Financial Records. The City and SAFCA shall retain all financial records, including, but not limited to, documents, reports, books, and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement, or until audited, whichever occurs first. Staff of City or SAFCA or any duly authorized representative of City or SAFCA shall, with reasonable notice,

assigned personnel shall have any entitlement as a City employee, or any right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligation whatsoever.

7. Indemnification.

A. The City, by execution of this Agreement, specifically agrees to hold harmless, defend, and indemnify SAFCA, its officials, officers, agents, and employees from and against any and all actions, claims, loss, liability, damage, and expense (including reasonable attorney fees), but only to the extent caused by any negligent or willful act or omission of the City, its officers, or employees or of City's consultants, contractors, or subcontractors or their respective officers and employees, in connection with performance of the City's obligations under this Agreement. In addition, City's agreements with any consultants and contractors performing any aspect of the design or construction of the Sump 58 Retrofit Project shall require such consultants and contractors to agree to hold harmless, defend and indemnify SAFCA, its officers, agents and employees and name SAFCA its officers, agents and employees as additional insureds, to the same extent such agreements required this for City, its officers and employees.

B. SAFCA, by execution of this Agreement, specifically agrees to hold harmless, defend, and indemnify the City, its officials, officers, agents, and employees from and against any and all actions, claims, loss, liability, damage, and expense (including reasonable attorney fees), but only to the extent caused by any negligent or willful act or omission of SAFCA, its officers, or employees, or of SAFCA's consultants, contractors, or subcontractors or their respective officers and employees, in connection with performance of the SAFCA's obligations under this Agreement.

8. Amendments. Modifications or amendments to the terms of this Agreement shall be in writing and executed by all parties.

9. Successors and Waivers. This Agreement shall bind the successors of SAFCA and City in the same manner as if they were expressly named. Waiver by any party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement. This Agreement may not be assigned without the written consent of the non-assigning party.

10. Parties to Agreement. The City and SAFCA are the only parties to this Agreement. The member entities that make up SAFCA are not parties and are not liable for any SAFCA obligation set forth in this Agreement, nor are such member entities third party beneficiaries of any provision of this Agreement.

11. Entire Agreement. This Agreement constitutes the entire agreement between SAFCA and the City concerning the subject matter of this Agreement and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement regarding the subject matter of this Agreement.

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

SACRAMENTO AREA FLOOD CONTROL AGENCY,
a joint powers authority

By 
RICHARD M. JOHNSON,
Executive Director

CITY OF SACRAMENTO, a charter city

By: _____
City Manager
(or Authorized Designee)

Attest:

City Clerk

APPROVED AS TO FORM:

By 
M. HOLLY GILCHRIST
Agency Counsel

By _____
JOE ROBINSON
Deputy City Attorney

EXHIBIT A

Sump 58 Retrofit Project
Implementation Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	April 1		May 1		June 1		July 1		August 1		September 1		Octo
						3/26	4/9	4/23	5/7	5/21	6/4	6/18	7/2	7/16	7/30	8/13	8/27	9/10
1		Take pump measurements and access condition of column, tube and shaft	4 days	Mon 4/17/17	Thu 4/20/17													
2		Procure new 100 Hp. Pump bowl assembly (single stage).	25 days	Mon 4/24/17	Fri 5/26/17													
3		Procure new 30 Hp. Pump bowl assembly (single stage).	25 days	Mon 4/24/17	Fri 5/26/17													
4		Pump Delivery	10 wks	Mon 5/29/17	Fri 8/4/17													
5		Disconnect motor, uncouple pump, remove and transport back to 35th Ave. (32 hrs per pump*)	8 days	Mon 8/7/17	Wed 8/16/17													
6		Shop time, for cleaning, disassembly and reassembly	10 days	Thu 8/17/17	Wed 8/30/17													
7		Transport, Reinstall, couple pump, Electrical hook-up, and Test run. (40 hrs per pump)	10 days	Thu 8/31/17	Wed 9/13/17													

Project: Exhibit A - Schedule
Date: Mon 7/18/16

Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			

EXHIBIT A - Sump 58 Retrofit Project – Implementation Schedule

EXHIBIT B

Sump 58 Retrofit Project
Preliminary Cost Estimate

Exhibit B

Sump 58 Retrofit Project - Pump Replacement Summary Cost Estimate

Item	Description	Qty	Units	Unit Cost	Cost
1	Disconnect motor, uncouple pump, remove and transport back to 35 th Ave. (32 hrs per pump*)	96	hrs	\$126.80	\$12,172.80
2	Approximate cost of new 100 Hp. pump bowl assembly (single stage). Tax and shipping included	2	ea	\$20,000.00	\$40,000.00
3	Approximate cost of new 30 Hp. pump bowl assembly (single stage). Tax and shipping included	1	ea	\$10,000.00	\$10,000.00
4	Shop time, for cleaning , disassembly and reassembly	100	hrs	\$126.80	\$12,680.00
5	Transport, Reinstall, couple pump, Electrical hook-up, and Test run. (40 hrs per pump)	120	hrs	\$126.80	\$15,216.00
6	Project management, misc materials	1	ls	\$25,000.00	\$25,000.00
7	Contingency	1	ls	\$9,931.20	\$9,931.20
Total Cost					\$125,000.00

* Two machinest two 8 hr. days labor