



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2021-00874

September 14, 2021

Consent Item 13

Title: Budgetary Adjustments and Supplemental Agreement: Bridge/Floodgate Maintenance Program (R15192300)

Location: Districts 2 and 3

Recommendation: Adopt a Resolution: 1) authorizing the City Manager or the City Manager's designee to transfer \$425,000 (Storm Drainage Fund, Fund 6011) from available fund balance to the expenditure budget of the Bridge/Floodgate Maintenance Program (R15192300); 2) authorizing the City Manager or the City Manager's designee to transfer \$290,000 (Major Street Construction, Fund 2007) from available fund balance to the expenditure budget of the Bridge/Floodgate Maintenance Program (R15192300); 3) authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement No. 4 to City Agreement No. PRC000501 with Mead and Hunt, Inc. in an amount not to exceed \$36,408, for a new total not-to-exceed amount of \$284,895; and 4) resetting the City Manager's authority to issue supplemental agreements for City Agreement No. PRC000501.

Contact: Josh Werner, Assistant Civil Engineer, (916) 808-8364; William Shunk, Senior Engineer, (916) 808-2986; Ofelia Avalos, Engineering Manager, (916) 808-5054, Jose G. Sanchez, Streets Manager, (916) 808-2254, Department of Public Works

Presenter: None

Attachments:

1-Description/Analysis

2-Resolution

3-Professional Services Supplemental Agreement

Description/Analysis

Issue Detail: The City's Floodgate Maintenance Program is intended to address ongoing repair, replacement, and operations of the City's floodgates, including improvements and a comprehensive program with a manual designed to protect the safety of City staff, complete periodic inspections and reporting, and provide engineering support for floodgate repairs. This program will also provide a summary of recommendations, design details, and specifications for necessary maintenance and repairs on the primary levee floodgates.

The Primary Levee Rehabilitation Project will provide the necessary maintenance and repairs on the primary levee floodgates as recommended by the Floodgate Operations and Maintenance Program. Mead and Hunt, Inc. was awarded a contract to develop the Floodgate Operations and Maintenance Manual. A corresponding supplemental agreement with Mead and Hunt, Inc. is required to provide additional engineering oversight and construction support for the ongoing Primary Levee Rehabilitation Project.

Concurrent with this effort, the City is in the process of implementing the recommendations from the *Secondary Levee Evaluation* prepared for the Department of Utilities. One of the recommendations from this evaluation was to construct a floodwall on the southside of the Capital City Freeway/Business 80 (State Route 51) between the UPRR tracks and the American River. Caltrans plans to initiate a project in Spring 2022, so the City has a limited opportunity to incorporate this effort into Caltrans' project. To meet this schedule, the City initiated the work by retaining the services of Wood Rodgers and Stantec from existing on-call lists to evaluate the feasibility of incorporating this improvement with a pending Caltrans project for structural retrofits to the American River State Route 51 Bridge. Transferring \$715,000 in funding will allow the City to complete environmental and design for this effort in order for it to be incorporated with Caltrans' work schedule.

Policy Considerations: This project is consistent with the General Plan goals to enhance the pedestrian and vehicular facilities in the public right-of-way and to improve public safety.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): Approval of the supplemental agreement constitutes an administrative action that will not result in direct or indirect physical changes in the built environment, and the action is not a project that requires environmental review under the California Environmental Quality Act (CEQA). See CEQA Guidelines section 15378(b)(5). The budgetary adjustments are intended to

review and determine environmental effects and take any necessary action to replacing a planned retaining wall on State Route 51 with a flood wall.

Sustainability: With climate change, potential flooding risks increase as seasonal weather events become more severe. This project will help take action to ensure that City residents and property and evacuation routes are better protected in the event of flooding.

Commission/Committee Action: None

Rationale for Recommendation: Approval of Supplemental Agreement No. 4 with Mead and Hunt, Inc. will enable the City to complete the construction of the of the Primary Levee Rehabilitation Project including all of the required design oversight and input during construction. Approval of the budget transfers will allow for completion of environmental and design for a flood wall on the Capital City freeway (State Route 51). Resetting administrative authority will allow for increases on contracts to keep work progressing and avoiding delays.

Financial Considerations: The total estimated cost for the initial work for the flood wall on State Route 51 is \$850,000, with that funding to be shared between transportation funding and storm drainage funding. With the transfer of \$425,000 from the available fund balance of the Storm Drainage Fund (Fund 6011) and an additional \$290,000 from the available fund balance of the Major Street Construction Fund (Fund 2007), there will be sufficient funding to complete the environmental and design work. After estimates are completed, the City and Caltrans will determine how to fund the construction costs.

There is sufficient funding remaining within the Bridge/Floodgate Maintenance Program (R15192300) to execute Supplemental Agreement No. 4 with Mead and Hunt, Inc. in the amount of \$36,408 and cover remaining project related costs.

There are sufficient funds within the Storm Drainage Fund (Fund 6011) and the Major Street Construction (Fund 2007) available fund balances to complete the recommended transfers.

There are no General Funds allocated for this project.

Local Business Enterprise (LBE): Mead and Hunt, Inc. is a local business enterprise.

Background: Large portions of the City are surrounded by levees which protect the community from flooding from the Sacramento River, American River, and smaller tributaries. Primary levees are those that are a community's primary defense against river floods.

Sacramento's primary levees run along the Sacramento River, American River, Sacramento Deep Water Channel, Dry Creek, Robla Creek, and Arcade Creek.

The primary levees in Sacramento are punctuated by transportation crossings such as roads and railroads. Closure structures are erected at each of these crossings when flood levels are expected to rise above the level of the crossing. Such crossings vary depending on their location and era of construction. These floodgates are crucial to the City's flood management system because they allow vital road and railroad facilities that cross the City's flood protection levees to operate continuously.

The City of Sacramento Department of Public Works maintains and operates most of the floodgates that protect the City. Mead and Hunt, Inc. was hired to perform field inspections of operation, condition assessments, structural analysis, and to create an Operation and Maintenance Manual for the floodgates the City maintains.

A similar study was prepared for the Department of Utilities in 2020 to evaluate the City's secondary levee system. The secondary levee system was constructed in the 1850's and was the original flood protection for the City until what is now the primary levee system was constructed in the early 1900's. This study determined that the City's secondary levee system could provide viable flood protection to the City with recommendations on potential upgrades to the system.

One of the recommendations from the study was to construct a floodwall on the southside of Business 80 between the UPRR tracks and the American River. If the southern primary levee system were to ever fail upstream of the American River Business 80 Bridge, this would provide passive flood protection for Downtown Sacramento without the need to close Business 80 to erect an existing flood gate. This would allow the City to keep Business 80 open as a possible evacuation route in the event of a significant flood event.

Caltrans is currently retrofitting the American River Capital City Freeway/Business 80 (State Route 51) Bridge with plans to construct a retaining wall in the location of the proposed flood wall. The City has partnered with Caltrans to evaluate the feasibility of constructing a floodwall in this location in lieu of a retaining wall. If it proves to be feasible, design plans and environmental clearance will be provided to Caltrans for inclusion with their project. Wood Rodgers and Stantec were selected from the City's on-call lists to provide design and environmental services, respectively. Once designed, the net additional costs for constructing the floodwall will be identified and the City and Caltrans will need to negotiate on how to cover any increase project costs.

RESOLUTION NO.

Adopted by the Sacramento City Council

BUDGETARY ADJUSTMENTS AND SUPPLEMENTAL AGREEMENT: BRIDGE/FLOODGATE MAINTENANCE PROGRAM (R15192300)

BACKGROUND

- A. The City of Sacramento's Department of Public Works maintains and operates most of the floodgates in the floodgate system that protect the City. The Primary Levee Floodgate Rehabilitation Project will implement the recommended maintenance, repairs, and improvements for all the floodgates on the primary levee system.
- B. A Request for Proposals was advertised, and Mead & Hunt was selected to provide the Floodgate Operations and Maintenance Manual Program.
- C. Concurrent with this effort, the City is in the process of implementing the recommendations of the Secondary Levee Evaluation prepared for the Department of Utilities which identified improvements to the secondary levee system.
- D. One of the recommendations from this study was to construct a floodwall on the southside of the Capital City Freeway/Business 80 (State Route 51) between the UPRR tracks and the American River. Caltrans is currently retrofitting the American River Bridge with plans to construct a retaining wall in the location of the proposed flood wall. The City has partnered with Caltrans to evaluate the feasibility of constructing a floodwall in this location in lieu of a retaining wall.
- E. The City has retained the services of Wood Rodgers and Stantec from existing on-call lists to evaluate the feasibility of incorporating this improvement with the Caltrans project to retrofit the American River State Route 51 Bridge. If it proves to be feasible, design plans and environmental clearance will be provided to Caltrans for inclusion with their project.
- F. Budgetary transfers are needed to fully fund the supplemental agreement with Mead and Hunt and to study the feasibility of the State Route 51 flood wall.

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 transfer

\$425,000 (Storm Drainage Fund, Fund 6011) from available fund balance to the expenditure budget of the Bridge/Floodgate Maintenance Program (R15192300).

- Section 2. The City Manager or the City Manager's designee is authorized to transfer \$290,000 (Major Street Construction, Fund 2007) from available fund balance to the expenditure budget of the Bridge/Floodgate Maintenance Program (R15192300).
- Section 3. The City Manager or the City Manager's designee is authorized to execute Supplemental Agreement No. 4 to City Agreement No. PRC000501 with Mead and Hunt, Inc. in an amount not to exceed \$36,408, for a new total not- to- exceed amount of \$284,895.
- Section 4. The City Manager's authority to issue supplemental agreements for City Agreement No. PRC000501 is reset.

CONTRACT #: PRC000501-3
CONTRACT EFFECTIVE DATE: 10/5/2020
CONTRACT NAME: Floodgate Operation and Maintenance Manual Program
CONTRACT PROJECT #: R15192300
DEPARTMENT: Public Works
DIVISION: Maintenance Services Division

PROFESSIONAL SERVICES

CONTRACT AMENDMENT

The City of Sacramento ("City") and Mead and Hunt, Inc. ("Contractor"), as parties to that certain Contract awarded for the above Event and designated as City Contract Number PRC000501, including any prior Contract Amendments modifying the Contract (the Contract and Contract Amendments are hereafter collectively referred to as the "Contract"), hereby amend and modify the Contract as follows:

1 SCOPE

The Services specified in the Scope of Services Exhibit of the Contract are amended and the Contractor shall provide the Services as set forth in Exhibit 1 to the Scope of Services Exhibit, attached and incorporated herein.

2 TIME OF PERFORMANCE

The Time of Performance for the Contract is extended for an additional 12 month period from August 27, 2021 through August 27 2022.

3 CONTRACT AMOUNT

In consideration of the Contract Amendment(s) described above, the maximum not-to-exceed amount that is specified in the Contract is increased by \$36,408, and the Contract's maximum not-to-exceed amount is amended as follows:

The original Contract sum was: \$233,487.00

The net change by previous Contract Amendment was: \$15,000

The Contract sum prior to this Contract Amendment was: \$248,487

The Contract sum will be INCREASED by this Contract Amendment: \$36,408

The new Contract sum including all Contract Amendments: \$284,895

4 FULL COMPENSATION

Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section, above, shall constitute full compensation for the additional and/or revised Services specified in section, 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 and/or delays in work schedules or in the performance of other Services or work by Contractor.

5 AUTHORIZED SIGNATURE

Contractor warrants and represents that the person or persons executing this amendment on behalf of Contractor has or have been duly authorized by the Contractor to sign this amendment and bind Contractor to the terms hereof.

6 FULL FORCE AND EFFECT

Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this amendment to the original agreement.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: Nathan Rockwood
Nathan Rockwood (May 22, 2021 10:13 EDT)

Title: Vice President

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: Gerald Hicks
Gerald Hicks (May 22, 2021 09:39 PDT)

Title: Supervising Deputy City Attorney

Reviewed By:

Signature: Jose V. Mederos
Jose V. Mederos (Jun 1, 2021 07:55 PDT)

Title: Program Specialist

Approved By:

Signature: Heidi Brown

Title: Assistant City Manager

Additional Signature (if required):

Title:



Contract Amendment No. 2 (Contract No. PRC000501)

May 7, 2021

Martin Ramos, Project Manager
City of Sacramento, Department of Public Works
918 Del Paso Road
Sacramento, CA 95834

Project Name: Floodgate O&M Manual Program
Project Location: Sacramento, CA
Project number: R1941600-191353.01
Mead & Hunt Manager: Nancy Moricz

Subject: Amendment No. 2

Dear Mr. Ramos:

The above-referenced PROJECT requires an Amendment. The work in this Amendment is in addition to the Scope of Services stated in the original CONTRACT between the CLIENT, City of Sacramento, Department of Public Works, and the CONSULTANT, Mead & Hunt, Inc., dated September 12, 2019.

The CLIENT agrees that the CONSULTANT shall provide professional consulting services for the PROJECT as set forth in this Amendment and the CLIENT shall provide payment for those services as provided for in this Amendment.

A detailed description of our understanding of the Amended PROJECT Scope of Services, Schedule, and Compensation is provided below.

Reason for Amendment

The purpose of this amendment is to provide additional engineering support and project management in response to construction activities related to the PROJECT.

Amended Scope of Services

The Scope of Services for the PROJECT, Task 3.2 – Provide Engineering Assistance Repairs, is amended as follows and Mead & Hunt will provide the following services:

- Additional Contractor Submittal Reviews (up to five) – provide engineering technical review and recommendations for up to five additional contractor submittals
- Additional site visits (two) – provide field oversight and engineering support for two additional site visits in order to support PROJECT construction activities
- Additional Del Paso Floodgate Trial Closure (one) – provide field oversight and engineering support for one additional trial closure for the Del Paso Floodgate
- Develop As-Built Plans – develop as-built drawings for the PROJECT
- Additional Project Management and Coordination – provide continuing support, team communication and coordination to support the PROJECT
- **Optional** Additional task to obtain three-dimensional (3D) measurement data for the Del Paso Floodgate – subconsultant to complete Lidar 3D scan of the Del Paso Floodgate's center seals

and jambs and process data that Mead & Hunt can use to provide the City with exhibits of gate existing conditions

Amended Schedule

Mead & Hunt proposes the following revised dates to complete the work for this PROJECT:

- Extend CONTRACT term by one (1) year (from August 27, 2021 to August 27, 2022).

Amended Compensation

Form of compensation for work in this Amendment will be in accordance with the *Terms and Conditions* of the existing CONTRACT, dated September 12, 2019. The City of Sacramento, Department of Public Works will pay Mead & Hunt an increase of **\$36,408** for the work performed under this Amendment, including an optional task described herein, which results in a revised contract amount of **\$284,895** for the total PROJECT. In the event the City does not wish to complete the optional task, the contract increase for this Amendment would be \$26,802 and would result in a revised contract amount of \$275,289 for the total PROJECT.

See **Exhibit 1** for Amendment 2 PROJECT costs. Exhibit 1 replaces Drake Hughes with Thomas Darlington and an Engineering Technician I was added to provide drafting services. Additionally, **Exhibit 1** utilizes Mead & Hunt's 2021 Standard Billing Rates, attached as **Exhibit 2**.

Amendment Assumptions

In addition to those responsibilities listed in the original CONTRACT and previous amendments (if applicable), this Amendment is based on the following assumptions:

- Any additional work, not included in the above scope or as described in assumptions below, will require an additional PROJECT amendment
- Additional contractor submittals will not exceed five (5)
- Two additional site visits will be required, to support construction activities
- One additional trial gate closure will be required
- Project management and coordination includes limited budget for team meetings and coordination
- The City of Sacramento, Department of Public Works will provide Mead & Hunt with a complete and accurate set of construction redlines to complete the PROJECT as-built plans
- The City of Sacramento, Department of Public Works will provide coatings thickness measurements for the Del Paso Floodgate
- The City of Sacramento will remove existing rejected plastic lumber from the Del Paso Floodgate's seals and jambs in advance of optional 3D data collection (optional task)
- Work included under this Amendment exclude any potential re-design or plan modifications that may result in the change in the PROJECT's contractor, as a result of PROJECT construction activities

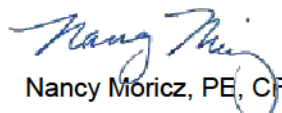
Authorization for Amendment

The Amended Scope of Services, Schedule, and Compensation stated in this amendment are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this amendment may be reviewed and modified by Mead & Hunt.

Signatures of authorized representatives of City of Sacramento, Department of Public Works and Mead & Hunt shall amend the existing Agreement (original CONTRACT and all previous amendments, if applicable) between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in this Amendment. All services will be performed in accordance with the *Terms and Conditions* of the original CONTRACT and amendments, if applicable. If a signed copy of this Authorization is not received by Mead & Hunt, Inc. within seven (30) days from the date of issuance, Mead & Hunt, Inc. may stop work on the above services.

Respectfully submitted,

MEAD & HUNT, Inc.


Nancy Moricz, PE, CFM
Project Manager

Attachments

Exhibit 1 – Amendment 2 Costs

Exhibit 2 – 2021 Mead & Hunt Standard Billing Rates

Accepted by: CITY OF SACRAMENTO,
DEPARTMENT OF PUBLIC
WORKS

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: _____

Name: Nathan Rockwood

Title: _____

Title: Vice President

*The above person is authorized to sign for
Client and bind the Client to the terms hereof.*

*The above person is an authorized signer for
Mead & Hunt, Inc.*

Date: _____

Date: May 7, 2021

Exhibit 1 – Amendment 2 Costs

Task	Subtask	Personnel	Rockwood, Nathan	Sullivan, Stephen	Darlington, Thomas	Kashwada, Jeff	Moritz, Nancy	Lemmon, Jori	Rose, Grace	Greif, Ryan	Engineer I - Civil	Administrative Assistant	Engineering Technician I	Expenses/Subs (includes 10% markup)	Subtotals
		\$/hr	\$ 269	\$ 269	\$ 189	\$ 189	\$ 209	\$ 209	\$ 151	\$ 170	\$ 133	\$ 104	\$ 104		
1 Develop Floodgate O&M Manuals															
	1.1	Develop Standard Floodgate System O&M Manual													
	1.2	Develop Sample Individual Gate O&M Manual													
	1.3	Complete Remaining Floodgate O&M Manuals (6)													
	1.4	Submit O&M Manuals to City and Incorporate Edits													
2 Periodic Inspections and Reports															
3 Maintenance and Repairs *															
	3.1	Establish Repair, Modification, and Upgrade Work													
	3.2	Provide Engineering Assistance for Repairs													
		Additional submittal review (up to five)		3	8	3		10			3				
		Additional site visits (two)		6	6		2	6							\$ 5,375.00
		Additional trial closure (one)		4	3	3	6	3							\$ 4,420.00
		As-built		4			4	16					12		\$ 4,091.00
		Additional project management/coordination		4	4	2	12	2							\$ 6,504.00
		Optional - 3D gate measurement data *			20		2							\$ 4,950.00	\$ 5,136.00
	3.3	O&M Manual Updates to Reflect Completed													\$ 9,148.00
4 Provide Technical Support for Grant Applications															
		TOTAL HOURS BY PERSON	\$ -	\$ 21	\$ 41	\$ 8	\$ 26	\$ 37	\$ -	\$ -	\$ 3	\$ -	\$ 12		
		TOTAL AMOUNT BY PERSON	\$ -	\$ 5,649	\$ 7,749	\$ 1,512	\$ 5,434	\$ 7,733	\$ -	\$ -	\$ 399	\$ -	\$ 1,248		

Task	Labor	Expenses	Sub. Fees w/ Markup	Contingency	Amend. 2 Total *	Amend. 1 Contract	Revised Contract	Hours
1	Develop Floodgate O&M Manuals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,728	-
2	Periodic Inspections and Reports	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,003	-
3	Maintenance and Repairs *	\$ 29,724	\$ 5,649	\$ 7,749	\$ 1,512	\$ 5,434	\$ 139,756	148
4	Provide Technical Support for Grant Applications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-

Task	Labor	Expenses	Sub. Fees w/ Markup	Contingency	Amend. 2 Total *	Amend. 1 Contract	Revised Contract
1	Develop Floodgate O&M Manuals	\$ -	\$ -	\$ -	\$ -	\$ 83,728	\$ 83,728
2	Periodic Inspections and Reports	\$ -	\$ -	\$ -	\$ -	\$ 25,003	\$ 25,003
3	Maintenance and Repairs *	\$ 29,724	\$ -	\$ 4,950	\$ 1,734	\$ 36,408	\$ 176,164
4	Provide Technical Support for Grant Applications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals:	\$ 29,724	\$ -	\$ 4,950	\$ 1,486	\$ 36,408	\$ 248,487	\$ 284,895

* Amendment 2 Total includes additional optional task for 3D gate measurement data for the Del Paso floodgate.

NOTE: In the event the City does not wish to complete the optional task, this amendment would result in an increase of \$26,802 and a revised contract amount of \$275,289.

Exhibit 2 – 2021 Mead & Hunt Standard Billing Rates

MEAD & HUNT, Inc. Standard Billing Rate Schedule Effective January 1, 2021

Standard Billing Rates

Clerical	\$81.00 / hour
Technical Editor	\$116.00 / hour
Senior Editor	\$189.00 / hour
Registered Land Surveyor	\$148.00 / hour
Accounting, Administrative Assistant	\$104.00 / hour
Technician I, Technical Writer	\$104.00 / hour
Technician II, Surveyor - Instrument Person	\$120.00 / hour
Technician III	\$138.00 / hour
Technician IV	\$154.00 / hour
Senior Technician	\$164.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$133.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$151.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$170.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$189.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$209.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$241.00 / hour
Senior Associate	\$269.00 / hour
Principal	\$293.00 / hour
Senior Client/Project Manager	\$293.00 / hour

Expenses

Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2021, and will remain in effect until December 31, 2021, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.