

ATTACHMENT B

SOLE SOURCE REQUEST



REQUEST FOR SOLE/SINGLE SOURCE

Date: June 27, 2024

To: Board of Supervisors

From: Department of Community Services – Natural Resources Division

Reference Number: n/a

Since sole/single source purchasing is an exception to the normal procurement function, it must be objectively justified. Completion of this form should facilitate that process and provide a written record of the basis used in sole procurement decisions. **Completion of this request does not constitute approval.**

Supplier Name:	MBK Engineers
Street Address:	455 University Avenue, Suite 100
City/State/Zip:	Sacramento, CA 95825
Phone:	(916) 456-4400
General Description of Commodity or Service requested to be Purchased and its function:	
The vendor will continue providing Project Management and Engineering Services for the Huff's Corner Levee Raise and Channel Reconfiguration Phase II Project.	
Estimated Contract Value:	\$396,875*
	<small>*The 2024 DWR Funding Agreement establishes a 90% State/10% local cost share for the project. The County's financial obligations for this contract would be \$39,687.50.</small>

Note: Please use as much space needed to completely answer each question or attach additional pages.

1) Explain why this is the only product or service that can meet the needs of the Department.

The "Huff's Corner Levee Raise and Channel Reconfiguration Project" has been in process since 2019. The project's original approved and funded scope – which involves raising the Huff's Corner Levee back to its original design height, in addition to an in-channel project to control erosion against the levee – was funded by a Project Agreement between the State of California Department of Water Resources and the County (hereinafter "2019 DWR Agreement").

Due to unforeseen increased costs associated with construction services, environmental permitting/mitigation, and real estate, the County was unable to construct the project in its entirety under the 2019 DWR Agreement's budget. Most importantly, a portion of the levee raise project area was determined to NOT be a part of the State Plan of Flood Control (hereinafter "SPFC"), the flood control facility that the County is responsible for maintaining. Neither the State Department

of Water Resources, nor the U.S. Army Corps of Engineers, were aware that an easement was granted by the Reclamation Board in the 1960's, but never recorded, thus that portion of land was not legally a part of the SPFC. State and federal records have been amended to reflect the actual footprint of SPFC jurisdiction. The levee raise portion of the project was then redesigned to conform to the footprint of the SPFC, which was an unanticipated delay and unanticipated expense. As a result, the project was bifurcated into two phases.

In April 2024, the County and DWR entered into another agreement (hereinafter "2024 DWR Agreement") to fund the second phase of the project to ensure all aspects of the project would be constructed, in addition to providing additional funding for repairs to the in-channel project that was completed in December 2022 and subsequently damaged by creek flows that resulted from early 2023 winter storm events.

MBK Engineers (hereinafter "MBK") has served as the project manager and lead design engineer on the levee raise component of the project since the project's inception, and was instrumental in assisting the County with the real estate acquisition research that ultimately resulted in the revised project footprint.

2) What necessary features does this vendor provide which are not available from other Vendors?

MBK has a thorough knowledge of the infrastructure and project history, operations and maintenance, and flood risk remediation efforts of the County, especially those efforts focused on the Huff's Corner Levee System. MBK's institutional knowledge of the project, in addition to the technical expertise the vendor has previously provided to the County in Phase 1, ensures that no learning curve is required, and their staff is able to continue assisting the County with the requested services for the revised project. MBK has also designed numerous levee maintenance/rehabilitation projects and has managed other DWR grants. Furthermore, MBK currently serves, under another contract that was competitively sourced, as the County's Levee District Engineer.

3) Why are these specific features/qualifications required?

MBK was under contract to provide Project Management and Design and Engineering services for this project, as initially proposed and funded. The bifurcation of the project features, due to the information discovered in the acquisition phase of the project, resulted in the redesign of the levee raise and caused unavoidable delays and increases in costs. The delays and costs have been remedied by the 2024 DWR Agreement; however, the original MBK agreement was timed to coincide with the original project period, thus, the original agreement entailed these same services (i.e., overall management of the project, and design and engineering for the levee raise). This sole source is necessary to ensure that the levee raise can be completed within the 2024 DWR Agreement's performance period. Furthermore, construction work of any type may not be done on levees during the "flood season," which leaves a construction window of generally April through October.

4) Why are other sources providing like goods or services unacceptable?

As mentioned previously, MBK was under contract to provide these services for the project, as initially proposed as funded. Due to the unforeseen need to extend the project's timeline, the original contract mechanism expired. This new contract will ensure the services are continued throughout the entirety of the project.

5) What other products/services have been examined and rejected?

None.

6) Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance or more "like" items in the future)

No. Once the project is complete and the Project Partnership Agreement is closed out, there will be no longer be a need for the services.

7) Explain why the price for this commodity/service is considered to be fair, reasonable, and the best possible price, and explain the negotiation efforts that were taken to obtain this price.

Based on past similar projects, the hourly rates for the vendor's personnel classifications that will be assigned to the project are fair and reasonable. The vendor will also only invoice the County on a time-and-materials basis.

8) Explain the impact to the County if the Sole/Single Source justification were not approved.

The County would be without a Project Manager that has been serving in this capacity since 2019. Additionally, the two construction projects funded by the 2024 DWR Agreement are scheduled to occur in Summer 2024 (both construction projects have been, or in the process of, being bid out as of drafting of this sole source). The 2024 DWR Agreement stipulates that all work shall be completed by December 31, 2025. Furthermore, due to environmental regulations, the projects must be completed before the end of Fall 2024. Without a vendor under contract providing engineering services, the projects cannot be constructed, and if the projects are not constructed this year, the County runs the risk of losing the 2025 construction season as a "back-up" plan.

<signatures on following page>

//

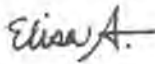

//

//

//

//

I have made a diligent effort to review comparable products or services. I feel confident that the sole/single source purchase is justified and feel confident in explaining the justification to the general public. I hereby certify as to the validity of the information and feel confident this justification for sole/single source would withstand audit or vendor protest.

REQUESTER'S NAME	SIGNATURE	DATE
Elisa Sabatini <i>Manager of Natural Resources</i>		06/27/2024
DEPARTMENT HEAD NAME	SIGNATURE	DATE
Leslie Lindbo <i>Director of Community Services</i>		7.17.2024

Based on the above statements and justification, I hereby agree with the purchase of this product or service on a sole/single source basis.

Lucas Frerichs, Chair
Yolo County Board of Supervisors

Date: _____