

# American River Flood Control District

## MBK Scope of Work for North Area System Wide Improvement Framework (SWIF)

### Staff Report

#### Discussion:

The US Army Corps of Engineers (USACE) routinely inspects levees of the State-Federal Flood Control System to verify compliance with federal guidelines. Any infractions noted in the inspection count against the eligibility for federal PL 84-99 rehabilitation under the Rehabilitation and Inspection Program (RIP). District levees were inspected by the USACE in 2010 and again in 2015. At that time, the District's levees were found to have no 'unacceptable' infractions, but some minor infractions were noted that needed correction within a two-year period. Upon re-inspection, the characterization of these items was elevated to unacceptable because they had not been addressed.

To retain eligibility with the USACE RIP, flood control Districts are able to develop a System Wide Improvement Framework (SWIF) that details how the problems will be addressed over time. The SWIF has to be approved by the USACE and the USACE must be satisfied with the proposed solutions and timelines outlined in the SWIF.

The USACE has divided the State flood control system into discreet hydrologic basins, similar to bathtubs, and gives each basin its own grade. If any one side of the basin fails, the whole basin floods. Some basins are comprised of numerous levee maintenance districts and others are entirely comprised of one district. The American River Flood Control District has 4 basins within it, 1 basin south of the American River and 3 basins north of it. The southern basin consists of ARFCD, the City of Sacramento, and Maintenance Area 9. The members of this basin have successfully completed a SWIF and are awaiting final approval from the USACE.

Of the 3 District basins north of the American River, one basin is ringed by the American River North Levee, NEMDC East Levee, and the Arcade Creek South Levee (AR North), one basin lies between Arcade Creek and Robla Creek (AC-Robla), and the furthest north basin lies north of Dry Creek (DC).

Based on discussions and analysis with MBK Engineers, a logical course of action would be to:

1. Use O&M efforts to correct any unacceptable items in the AC-Robla and DC basins
2. Develop a SWIF for AR North

The difficulty addressing the specific items to be corrected in AR North cause for significant planning and administration to accomplish. This timeline and complexity would be a good fit for the federal SWIF process. The SWIF would also allow more interaction with State and Federal partners on the proposed solutions.

Specific items to be addressed in this basin include:

- Power pole relocations
- Fence relocations
- Existing infrastructure permitting
- Levee slope corrections
- Interior drainage relocation
- Utility pipe inspection

MBK Engineers has extensive experience working with local maintaining agencies and the USACE on developing SWIFs. MBK also has a unique familiarity with the District's levees and operations capabilities. The costs and activities proposed to complete the SWIF over a 3-year timeline are included in the attached Scope/Letter of Agreement.

**Recommendation:**

The General Manager recommends that the Board of Trustees approve the Scope of Work for MBK Engineers to develop the North Area SWIF.



Water Resources ♦ Flood Control ♦ Water Rights

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CONSULTANTS:  
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April 8, 2021

***Sent Via Electronic Transmittal***

Tim Kerr, General Manager  
 American River Flood Control District  
 165 Commerce Circle  
 Sacramento, CA 95815

**Subject: Letter Agreement for PL84-99 SWIF and LOI**

Dear Mr. Kerr:

In accordance with our recent conversation, this letter serves as an Agreement for work performed on behalf of the American River Flood Control District (ARFCD) for creation of a Letter of Intent (LOI) and a System-wide Improvement Framework (SWIF). The expected period of performance for the LOI is through 2021, and the expected period of performance for completion of the SWIF is 2022 through 2023. Additional support services for ARFCD, will be provided by MBK Engineers (MBK) from 2021 through 2023.

We believe the services identified in this Letter Agreement can be completed for a cost not to exceed \$95,000. An itemized cost table has been included below.

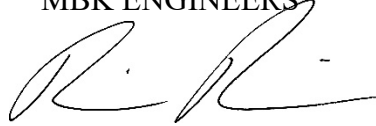
**Table 1. Anticipated Project Cost**

| Type of Service  | Period of Performance | Total               |
|------------------|-----------------------|---------------------|
| Letter of Intent | 2021                  | \$ 5,000.00         |
| SWIF             | 2022 - 2023           | \$ 40,000.00        |
| Support Services | 2021 - 2023           | \$ 50,000.00        |
| <b>Total</b>     |                       | <b>\$ 95,000.00</b> |

MBK conducts the type of work described in this Letter Agreement on an actual time-and-materials basis, in accordance with our current fee schedule (Attachment 1). We do not anticipate exceeding our cost estimate; however, if these costs begin to approach the cost estimate, we will contact you as soon as possible to identify the reasons for the added expense, and to discuss how you would wish to proceed.

If this proposal meets with your approval, please sign and date a copy of this letter and return it to our office. Please do not hesitate to contact Claire Marie Turner if you have any questions.

Sincerely,  
MBK ENGINEERS



Ric Reinhardt, P.E.

OH/cmt

R:\8888.7\Kerr Letter Agreement 04-08-2021

Attachment: MBK Schedule of Fees

***My signature below authorizes MBK Engineers to proceed with the work described in this letter.***

By: \_\_\_\_\_

Date: \_\_\_\_\_

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## SCHEDULE OF FEES

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1. Standard Fees:

|   | <u>Per Hour</u> |
|---|-----------------|
| Principal/Principal Engineer              | \$220–290       |
| Supervising Engineer                      | 180–260         |
| Senior Project Manager                    | 190–260         |
| Project Manager                           | 160–220         |
| Senior Engineer                           | 160–230         |
| Engineer/Hydrologist                      | 130–190         |
| GIS Professional                          | 120–190         |
| Water Resources Associate                 | 110–180         |
| Assistant Engineer                        | 100–160         |
| Prevailing Rate Surveyor, Chief of Party  | 194             |
| Prevailing Rate Surveyor, Rodman/Chainman | 180             |
| GIS Specialist                            | 80–150          |
| Technician/Drafter                        | 80–150          |
| Junior Engineer                           | 75–120          |
| Engineering Aide                          | 50–90           |
| Technical Editor                          | 50–125          |
| 3-Person Survey Crew                      | 300             |
| 2-Person Survey Crew                      | 265             |

2. Time spent in appearances at courts or quasi-judicial State or Federal boards and commissions is billed at \$450 per hour for principals and supervising engineers, \$400 per hour for registered engineer staff, and \$250 per hour for other staff.
3. Automobile mileage is billed at the Federal reimbursement rate. Local mileage (less than 20 miles) will not be billed.
4. All other direct non-salary expense, including transportation and subsistence, long-distance telephone charges, commercial printing, reproduction costs, and similar out-of-pocket expenses are billed at actual cost plus a service charge of 10%. Use of GPS equipment is billed at \$55 per hour. Use of MBK owned boat will be billed at \$135/day. Use of MBK owned drones will be billed at \$145/day or as specified in a separate agreement. Professional services provided by others billed through MBK at cost plus a service charge of 5%–15%.
5. Billings will be made monthly and payment will be due within 45 days. Accounts not paid within 90 days of presentation will bear interest at the rate of 1½% per month or fraction thereof from the billing date unless other arrangements are made in advance.
6. If accounts are not paid within 90 days of presentation, the firm may retain an attorney to obtain payment. In the event that it does so and payment of all or part of the account is thereafter obtained, reasonable attorney's fees and other costs incurred to obtain such payment shall also be paid, or if payment is obtained by Judgment, shall be awarded as part of the Judgment.