

BIOLA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING

STAFF REPORT

TO: BCSD Board of Directors

FROM: Elaine Cervantes, General Manager

DATE: February 15, 2024

SUBJECT: Adoption of a Resolution Awarding the Construction of the Storm Drain Improvements Project to Rolfe Construction, Inc.

RECOMMENDED ACTION:

Staff is recommending approval from the Board of Directors to award the construction of the Storm Drain Improvements Project to Rolfe Construction for a bid amount of \$474,145.00 and to authorize the General Manager to sign Contract Documents on behalf of the District.

BACKGROUND:

The project consists of constructing storm drain inlets and storm drain pipelines at various locations within the District. The proposed pipelines would be located on D Street, Fifth Street, West F Avenue and N Biola Avenue. The District often receives complaints from residents about flooded streets after a rainfall event. If implemented, the project will help in providing good drainage to the areas prone to flooding while simultaneously helping Biola in reaching its SGMA goal of recharging 150 acre-feet of water annually.

The major work consists of constructing 6 storm water inlets, eight 48-inch storm drain manholes, and 1,862 linear feet of storm drain pipeline (185 LF of 12-inch pipeline, 1149 liner feet of 15-inch pipeline, and 528 linear feet of 18-inch pipeline) to connect to its existing storm pipe network. The storm network ultimately discharges into various recharge basins located in the District.

The project would help in flood and erosion control and provide an opportunity for local groundwater recharge. It would expand the existing storm network to better serve the residents of Biola.

AM Consulting Engineers prepared plans and specifications for the Storm Drain Improvements Project. The Project consists mainly of demolition of existing infrastructure, earthwork/grading, concrete construction, construction of storm water inlets, construction of storm drain manholes, and installation of storm drain pipes.

DISCUSSION:

A total of eight bids were received at the Biola CSD office on January 30, 2024. The lowest bid was submitted by Rolfe Construction in the amount of \$474,145.00. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Rolfe Construction Inc.	\$474,145.00
Agee Construction Corporation	\$632,384.00
Dawson-Mauldin, LLC	\$603,885.00
DG Construction Inc.	\$662,000.00
West Valley Construction	\$714,148.00
Todd Companies	\$604,957.00
Floyd Johnston Construction	\$730,902.00
RT Nelson Company Inc.	\$864,683.00

FISCAL IMPACT:

Construction costs for the Storm Drain Improvements Project will be covered in full by the ARPA grant.

ATTACHMENTS:

1. Resolution 2024-
2. Bid Tabulation
3. Project Costs if Awarded to Rolfe Construction
4. Notice of Award
5. Agreement

RESOLUTION NO. 2024-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIOLA COMMUNITY SERVICES DISTRICT AWARDDING TO CONSTRUCTION OF THE STORM DRAIN IMPROVEMENTS PROJECT TO ROLFE CONSTRUCTION INC. FOR A BID AMOUNT OF \$474,145.00 AND TO AUTHORIZE THE GENERAL MANAGER TO SIGN AN AGREEMENT ON BEHALF OF THE DISTRICT

WHEREAS, the Biola Community Services District has received \$955,00.00 from the ARPA Grant to construct the Storm Drain Improvements Project; and

WHEREAS, bids for the project were solicited from qualified contractors, opened on January 30, 2024 at the Biola Community Services District; and

WHEREAS, the lowest responsive bid was submitted by Rolfe Construction, Inc. in the amount of \$474,145.00.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Biola Community Services District hereby resolves as follows:

1. The above recitals are true and correct and are adopted as the findings of the Board of Directors.
2. Upon the recommendation of the Project Engineer, the bid for the Storm Drain Improvements Project is hereby awarded to Rolfe Construction, Inc. in the amount of Four Hundred Seventy-Four Thousand One Hundred Forty-Five Dollars and Zero Cents (\$474,145.00).
3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
4. That the General Manager shall certify the adoption of this Resolution and that the same shall be in full force and effect.

Passed and adopted this 15th day of February, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Jennifer M. Duarte, Board President

ATTEST:

I hereby certify that the foregoing is a true copy of a resolution of the Board of Directors of the Biola Community Services District duly adopted at a regular meeting thereof held this 15th day of February, 2024.

Kirk Ramos, Board Secretary

**Biola Community Services District
Storm Drain Improvements Project
Project Costs (If Awarded to Rolfe Construction Inc.)**

Rolfe Construction Inc.						
Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total	
1	Mobilization	1	LS	\$37,152.00	\$37,152.00	
2	Traffic and Dust Control	1	LS	\$17,654.00	\$17,654.00	
3	Clearing & Grubbing	1	LS	\$15,600.00	\$15,600.00	
4	As-Built Plans	185	LF	\$105.00	\$19,425.00	
5	Hot Mix Asphalt. Type 'A'	1149	LF	\$182.00	\$209,118.00	
6	Remove & Replace Concrete A2-6 Curb & Gutter	528	LF	\$116.00	\$61,248.00	
7	Remove & Replace Concrete Sidewalk	8	EA	\$5,663.00	\$45,304.00	
8	Concrete Median Cap (Stamped)	6	EA	\$6,544.00	\$39,264.00	
9	Concrete Retaining Curb	1	EA	\$29,380.00	\$29,380.00	
Total Project Construction =				\$474,145.00		
10	Contingency	10%		of Subtotal	\$47,414.50	
11	Construction Support				\$103,060.00	
Total Project Cost =				\$624,619.50		

NOTICE OF AWARD

Date: 02/15/2024

Project: STORM DRAIN IMPROVEMENTS PROJECT

Owner: BIOLA COMMUNITY SERVICES DISTRICT

Owner's Contract No.:

Contract: STORM DRAIN IMPROVEMENTS PROJECT

Engineer's Project No.:

Bidder: ROLFE CONSTRUCTION, INC.

Bidder's Address: 3573 SOUTHERN PACIFIC AVE, ATWATER, CA 95301

You are notified that your Bid dated January 30, 2024 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Storm Drain Improvements Project.

The Contract Price of your Contract is Four-Hundred Seventy-Four Thousand One-Hundred Forty-Five Dollars (\$474,145.00)

One copy of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent: None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By: _____

Authorized Signature

Title

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between BIOLA COMMUNITY SERVICES DISTRICT ("Owner") and ROLFE CONSTRUCTION, INC. ("Contractor"). Owner and contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Storm Drain Improvements Project for the Biola Community Services District.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Storm Drain Improvements Project.

ARTICLE 3 - ENGINEER

3.01 The Engineer for this Project is AM CONSULTING ENGINEERS, INC. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 60 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0.1 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - Contract Documents

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond
 - 3. Payment bond
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Technical Specification.

7. Drawings.
8. Addenda (numbers 1 to 3 , inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on February 15, 2024 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices: _____

Address for giving notices: _____

License No.: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(Where applicable)

Agent for service of process:
