



BIOLA COMMUNITY SERVICES DISTRICT REPORT TO THE BOARD OF DIRECTORS

To: Biola CSD – Board of Directors
From: Cruz Ramos, General Manager
Subject: Adopt Resolution Awarding Contract for Engineering Services for the design of Storm Water Improvements to AM Consulting Engineers, Inc. for a not to exceed amount of \$119,990.
Attachments: Resolution No. 2022-10

RECOMMENDATION:

Staff recommends that the Board of Directors adopts the attached Resolution awarding a contract for engineering services for the design of storm water improvements to AM Consulting Engineers for a not to exceed amount of \$119,990, and authorize the General Manager to sign the Agreement on behalf of the Biola Community Services District.

BACKGROUND:

In March 2022, the Biola Community Services District (District) prepared a funding application in response to a call for projects from the County of Fresno. The application was successful, and the County of Fresno awarded the District \$649,000 to construct stormwater improvements (Project) throughout the community of Biola.

The County of Fresno requested that the District solicit proposals to select an engineering firm to provide design and construction services for the Project. The District prepared a Request for Qualifications and emailed it to the following engineering firms:

- AM Consulting Engineers, Inc.
- Blair, Church & Flynn Consulting
- Provost & Pritchard
- Quad Knopf
- Yamabe & Horn, and
- QK, Inc.

On October 6, 2022, in response to the District's RFQ, AM Consulting Engineers was the only engineering firm that submitted an Statement of Qualifications and Fee Proposal. Staff has reviewed the SOQ and determined that AMCE is qualified to provide engineering services for this project.

FISCAL IMPACT:

There is no Fiscal Impact to the District. The proposed not to exceed fee associated with the design of the stormwater improvements will be covered by the grant funding received from the County.

RESOLUTION NO. 2022-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIOLA COMMUNITY SERVICES DISTRICT AWARDING A CONTRACT FOR ENGINEERING SERVICES FOR THE DESIGN OF STORM WATER IMPROVEMENTS TO AM CONSULTING ENGINEERS FOR A NOT TO EXCEED AMOUNT OF \$119,990, AND AUTHORIZE THE GENERAL MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE BIOLA COMMUNITY SERVICES DISTRICT.

WHEREAS, on March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 (“ARPA”) which established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) Program; and

WHEREAS, the ARPA authorizes the COUNTY to expend SLFRF awarded to the COUNTY To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the County awarded Biola Community Services District \$649,000 for the construction of necessary stormwater infrastructure; and

WHEREAS, the District requested proposals for the design of the stormwater improvements; and

WHEREAS, AM Consulting Engineers submitted a proposal and has been deemed qualified to provide engineering services for the Project; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Biola Community Services District, California, 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 General Manager, the contract for engineering services for the stormwater improvements is hereby awarded to AM Consulting Engineers in the amount of \$119,990.00.
3. The General Manager is authorized to sign an Agreement with AM Consulting Engineers, Inc. on behalf of the District.

This resolution was adopted at a Regular Meeting of the Board of Directors of the Biola Community Services District held on October 20, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Carlos Rodriguez, Board President

ATTEST:

Marisol Camacho, Board Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into on this day of October 2022, by and between Biola Community Services District, hereinafter called "CLIENT," and AM Consulting Engineers, Inc., a California corporation, hereinafter called "AMCE" as follows:

CLIENT engages AMCE to perform professional engineering services with regards to the design of Stormwater Improvements, hereinafter called the "PROJECT."

CLIENT and AMCE, for mutual consideration, agree as follows:

1. **Scope of Services.** AMCE agrees to provide and perform certain professional services for CLIENT in connection with the PROJECT as set forth in Exhibit "A" attached hereto and incorporated by this reference.
2. **Schedule.** AMCE shall perform its services in accordance with the schedule set forth in Exhibit "A." CLIENT agrees that AMCE shall not be responsible for delays which are due to causes beyond AMCE's reasonable control. In the case of any such delay, the time for completion of AMCE's services hereunder shall be extended accordingly.
3. **Compensation.**
 - a. **Fees.** CLIENT agrees to pay AMCE as compensation for its services as described in Exhibit A. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Should CLIENT dispute in good faith any portion of an invoice, CLIENT shall pay the undisputed portion as provided herein. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts wrongfully withheld or not paid within thirty days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.
 - b. **Project Delay.** In the event that AMCE's services hereunder are delayed for a period in excess of six months due to causes beyond AMCE's reasonable control, AMCE's compensation shall be subject to renegotiation.
 - c. **Retention.** If any portion of AMCE's fee is held in retention, such amount shall be released within thirty days after completion of the corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.
 - d. **Partial Services.** In the event any portion of the work prepared or partially prepared by AMCE is suspended, abandoned, or terminated, CLIENT shall pay AMCE for the work performed on such portion on an hourly basis, not to exceed any maximum contract amount specified herein.
4. **Standard of Care.** In the performance of its professional services, AMCE will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of AMCE's proposals, contracts or reports. AMCE shall be entitled to rely upon the accuracy of data and information provided by CLIENT or others without independent review or evaluation unless provided otherwise in Exhibit "A." AMCE shall perform its services in connection with applicable laws, rules, regulations and standards that are in effect as of the date of this agreement. If any changes occur in such laws, rules, regulations or standards that materially affect the scope of work or schedule of this agreement, AMCE's compensation shall be renegotiated accordingly.
5. **Construction Safety and Methods.** CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete

responsibility for job site conditions during the course of construction of the PROJECT, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. AMCE shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. AMCE shall not have the authority to stop or reject the work of the construction contractor.

6. **Opinion of Construction Cost.** Any Opinion of the Construction Cost prepared by AMCE represents its judgment as a design professional and is supplied for the general guidance of CLIENT. AMCE does not, however, have control over the cost of labor and materials or have control over competitive bidding or market conditions.
7. **Instruments of Service.** All original tracings, survey notes, machine-readable information and data ("CADD data") and other original documents are instruments of service and shall remain the property of AMCE, except where by law or precedent these documents become public property. AMCE shall furnish CLIENT reproducible copies of all final documents as detailed in Exhibit A.
8. **Reuse of Documents.** Documents, including drawings and specifications, prepared by AMCE pursuant to this agreement are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the PROJECT or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from AMCE will be at CLIENT'S sole risk and without liability to AMCE. Further, any and all liability arising out of changes made to AMCE's deliverables under this agreement by CLIENT or persons other than AMCE is waived as against AMCE and the CLIENT assumes full responsibility for such changes unless CLIENT has given AMCE prior notice and has received from AMCE written consent for such changes.
9. **CADD Data.** Electronic CADD data delivered to CLIENT shall not include the "wet-stamped" professional stamp or signature of an engineer or architect. CLIENT agrees that AMCE shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by CLIENT, or anyone authorized by CLIENT, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by CLIENT, or anyone authorized by CLIENT, of CADD data for additions to this PROJECT, for the completion of this PROJECT by others, or for any other project, excepting only such use as is authorized, in writing, by AMCE.
10. **Construction Contractor.**
 - a. **Construction Contractor Indemnification.** CLIENT will require that any construction contractor performing work in connection with the PROJECT hold harmless, indemnify and defend CLIENT, AMCE, their consultants, and each of their directors, officers, agents and employees from any and all liabilities, claims, losses, damages and costs, including attorneys' fees, arising out of or alleged to arise from the construction contractor's performance of the work described in the construction contract documents, but not including liability that may be due to the negligence of CLIENT, AMCE, their consultants, or their directors, officers, agents and employees.
 - b. **Construction Contractor Insurance.** CLIENT also will require that the construction contractor provide workers' compensation and commercial general liability insurance, including completed operations and contractual liability, with the latter coverage sufficient to insure the construction contractor's indemnity, as above required; and such insurance shall include CLIENT, AMCE, their consultants, and each of their directors, officers, agents and employees as additional insureds. The insurance afforded to these additional insureds shall be primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of the

insurance provided under this paragraph shall not be reduced or prorated by the existence of such other insurance.

- c. Construction Contract Documents. CLIENT will provide a copy of the construction contract documents before they are executed in order that AMCE may confirm that the above requirements have been met. CLIENT agrees to forward to AMCE a complete copy of the fully executed construction contract documents. The documents copied to AMCE will include, but not be limited to, the executed agreement, bonds, insurance certificates and endorsements.
11. Fees and Permits. CLIENT shall pay the cost of all fees, permits, bond premiums, title company charges, blueprints and reproductions in connection with the PROJECT and AMCE'S services hereunder unless otherwise specified in Exhibit "A."
12. Asbestos/Hazardous Materials. AMCE is not licensed to provide services involving the identification or handling of asbestos or hazardous materials. Therefore, in providing its services hereunder, AMCE shall not be responsible for the identification, handling, containment or abatement of any asbestos or other hazardous material present in connection with the PROJECT. In the event that CLIENT becomes aware of the presence of asbestos or any other hazardous material at the jobsite, CLIENT immediately shall notify AMCE. AMCE shall be entitled to cease any of its services that may be affected by the asbestos or other hazardous material and shall not be liable for damages in connection with such termination of services. CLIENT shall be responsible for complying with all applicable federal and state rules and regulations in connection with the asbestos or other hazardous material. Further, CLIENT shall indemnify and defend AMCE, its consultants, agents, directors, officers and employees from all claims, damages, losses and expenses, including but not limited to attorneys' fees and court and arbitration costs (collectively "the Liabilities"), which Liabilities are related to asbestos or other hazardous materials and arise out of work performed on the PROJECT by others.
13. Termination of Agreement. This agreement may be terminated by either CLIENT or AMCE upon thirty days' written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement. In the event of termination of this agreement, CLIENT shall promptly pay AMCE for all of the fees, charges and services performed by AMCE in accordance with the compensation arrangements under this agreement or on an agreed hourly basis.
14. Dispute Resolution. The parties agree in good faith to attempt to resolve amicably; without litigation, any dispute arising out of or relating to this agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator who shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.
15. Assignment. Services provided under this agreement are for the exclusive use of CLIENT. Neither CLIENT nor AMCE shall assign its interest in this agreement without the written consent of the other.
16. Severability. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.
17. Other Agreements. There are no understandings or agreements except as herein expressly stated. Any purchase order issued by CLIENT for the services to be provided hereunder shall be deemed to

have been issued for its own purchasing, accounting and other record-keeping purposes only and shall not be deemed to be a part of this agreement or to modify or amend this agreement in any way. This agreement may only be modified by a writing signed by both parties.

- 18. **Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 19. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the state of California.

IN WITNESS WHEREOF, AMCE and CLIENT have executed this agreement this ____ day of October, 2022.

“AMCE”

“CLIENT”

AM Consulting Engineers, Inc.

BIOLA COMMUNITY SERVICES
DISTRICT



By: Alfonso Manrique

By: _____

Title: President

Title: _____

License No.: C63673

LIST OF EXHIBITS:

Exhibit "A" Scope of Services/Fees

**BIOLA COMMUNITY SERVICES DISTRICT
STORMWATER IMPROVEMENTS PROJECT
SCOPE OF WORK AND FEE**

A. BACKGROUND

In 2022, the Biola Community Services District (District) was awarded a \$649,000 grant from County of Fresno. The purpose of this project is to construct necessary stormwater improvements throughout the District's service area.

The District has selected AMCE to prepare construction documents, assist the District in contract award selection process and serve as project manager. Based on our professional experience with sewer infrastructure replacement, and our understanding of the ARPA requirements, we have prepared this Scope of Work to assist the District with the completion of this project.

B. SCOPE OF WORK

The following is a description of the Tasks provided in the Scope of Work:

Task 100 - Project Coordination

The Project Team will perform the following coordination activities: (1)Project kick-off meeting with District, (2) Monthly coordination meetings with District, (3)Weekly project updates via email and/or telephone to discuss budget, schedule and project issues, (4) Coordination meeting with other project stakeholders and agencies, (5) Monthly reporting to County of Fresno summarizing project budget and schedule, (6) Presentations to District Staff at the 30%, 60% and 90% design phases to discuss the project, construction schedule, costs and constraints.

Task 200 – Background Information review and site visit

The Project Team will conduct a review of background information and a site visit to determine the scope of improvements necessary. After the site visit, the Team will prepare a Technical Memorandum summarizing the required improvements and present to the Board for discussion.

Task 300 - Topographic Survey

A topographic survey will be performed and will include obtaining survey information of the general project area and the production of any necessary maps, drawings, and figures necessary to complete the design documents. A topographical survey shall be completed by a team under the direction of a licensed land surveyor.

The topographical survey will cover the entire site and frontage streets and will include at a minimum the following: (1)Establish Horizontal & Vertical Control (NAVD 88 and CCS 83 Zone 4 Datum), (2) Locate existing sewer manholes/cleanouts, invert, rim elevations and pipe size (only visible), (3) Locate existing roadway at 50' cross section, drainage facilities, edge of pavement, curbs, sidewalk, utility vaults, manholes, inlets, valve covers, utility poles, trees, and other surface-visible features (3) Prepare base map and topographic maps at 1"=20' scale.

Task 400 - Schematic Design

The schematic design of the project includes the production of design plans up to 30% completion. These documents are schematic in nature and will undergo review between the funding agency, the client, and the consulting firm as they lay the groundwork for final design documents.

Task 500 - Final Design

The final design of the project includes the production of design plans of 60%, 90% and 100% completion. The 100% documents are considered final and are intended for construction. The 90% phase will serve as the final review between the funding agency, the District, and the permitting agencies as the design of the project is solidified for construction.

AMCE will prepare Contract Bid Documents consisting of specifications and associated information necessary for the construction of the Stormwater Improvements in accordance with District and regulatory agency requirements. AMCE will utilize its own existing "front-end" bidding documents and technical specifications unless the District desires to use another format.

AMCE will submit contract documents to Fresno County Department of Environmental Health for review at the 90% design level. Comments from all jurisdictional agencies will be addressed and/or incorporated into the 100% design submittal. AMCE will submit three (3) sets of the specifications and two (2) sets of the construction cost estimate and calculations at the 60%, 90% and 100% design levels and additional sets to other agencies as required. Also, one (1) electronic copy of all documents will be submitted along with the required hard copies at each design level. Comments from the 100% design submittal will be incorporated into the final design submittal consisting of one set of specifications and associated figures and/or plans signed by a licensed civil engineer. One (1) set of the final cost estimate, calculations and design and specification files will also be provided electronically (AutoCAD, pdf, word, excel, and original formats on CD) to the District.

Task 600 - Project Bidding

This task shall include any necessary components of bidding the project, including but not limited to advertising of the bid, addendum preparation, conducting prebid meetings, preparing a bid canvass, and selecting and rewarding a final bid. Project bidding should take place immediately following the completion of the design documents.

Task 700 - Construction Phase Services

AMCE will provide the following construction management services:

1. Schedule, coordinate and conduct a preconstruction conference. An agenda will be prepared in advance to notify attendees of key items for discussion. Meeting notes will be prepared and distributed to attendees.
2. Prepare video and photographic records of initial site conditions before the contractor begins construction. Video documentation will be accompanied by a verbal description of existing conditions. A copy of the video and photographic documentation will be provided to District.
3. Review and monitor the contractor's work against the contract documents to ensure compliance. We will report any non-conformances and deficiencies to District and contractor and will work with the contractor to correct any deficiencies in a timely manner.
4. Provide a part-time resident inspector for this project to manage the activities of the field inspection personnel, including the materials testing subcontractor. The resident inspector will prepare daily inspection reports, and summary weekly and monthly inspection reports to District.
5. Receive, log and coordinate the review of the shop drawing submittals.

EXHIBIT A

6. Coordinate and manage preparation of field memos and clarifications of drawings and specifications.
7. Coordinate and manage the RFI process.
8. Evaluate the contractor's monthly progress payment requests and recommend payment. We will compare requested quantities to the actual quantities completed and negotiate the appropriate progress payment request with the contractor.
9. Prepare Disbursement Requests and other reporting documentation and submit them to the County.
10. Review and approve the contractor's construction schedule, including updates and revisions, in accordance with the contract documents. Our review will focus on key elements such as logic, duration of activities, duration of startup and testing, and construction sequencing constraints and milestones.
11. Review change order requests to determine changes in scope and conditions. We will prepare independent cost estimates and negotiate with the contractor. We will prepare and process change orders and incorporate them into the contract. We will prepare a log for tracking all potential change orders and agreed upon change orders.
12. Work with all parties involved to resolve potential conflicts before they become an issue.
13. Monitor project records and review labor compliance of the contractor.
14. Monitor the stormwater protection installed by the contractor and work with him to maintain it and report its effectiveness in accordance with the current state regulations.
15. Schedule and conduct a final inspection of the completed facilities and issue punch lists of uncompleted items where necessary.
16. Ensure compliance with reporting requirements for ARPA funding.
17. Prepare notice of completion.
18. Prepare As Built Drawings.

C. FEES

AMCE proposes to complete Tasks A through C in the Scope of Work for a not to exceed fee of \$119,990. The total fee will be invoiced monthly. The following table provides a breakdown of the estimate fee by task:

Task	Proposed Fee
Task 100 - Project Coordination	\$7,240.00
Task 200 – Background Information Review and Site Visit	\$5,900.00
Task 300 - Topographic Survey	\$7,680.00
Task 400 - Schematic Design	\$26,320.00
Task 500 - Final Design	\$20,440.00
Task 600 - Project Bidding	\$5,960.00
Task 700 - Construction Phase Services	\$46,450.00
Total not to exceed Fee	\$119,990.00

D. SCHEDULE

The following table contains the estimated completion date for all the tasks in the scope of work:

Task	Estimated Completion Date
Task 100 - Project Coordination	January 2024
Task 200 – Background Information Review and Site Visit	November 2022
Task 300 - Topographic Survey	December 2022
Task 400 - Schematic Design	March 2023
Task 500 - Final Design	June 2023
Task 600 - Project Bidding	August 2023
Task 700 - Construction Phase Services	January 2024