



RESOLUTION No. 16-163

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION TO AWARD A CONTRACT FOR THE ROAD SAFETY SIGNAGE AUDIT, SIGN INSTALLATION PROJECT, COUNTY CONTRACT NO. 225028, FEDERAL PROJECT NO. HRRRL 5917 (088)

WHEREAS, the Nevada County Board of Supervisors by Resolution 16-047 instructed the Clerk of the Board of Supervisors to advertise for bids for the Road Safety Signage Audit, Sign Installation Project; and

WHEREAS, bids were opened on February 24, 2016, with the low bid being \$231,634.00; and

WHEREAS, the low bidder was rejected due to failure to meet the Disadvantaged Business Enterprise (DBE) requirements; and

WHEREAS, the 2nd low bidder met the aforementioned DBE requirements with a bid of \$281,580.00; and

WHEREAS, funds are available in budget 1114-30154-702-1000/540711 to accomplish this project; and

WHEREAS, construction is anticipated to begin in May and be completed within 50 working days, as allowed for in the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Rejected the low bidder, McGuire-Pacific Constructors of California, for failure to meet the project DBE requirements.
2. Awards the Contract to the 2nd low bidder, Chrisp Company at the bid price of \$281,580.00, plus a 10 percent contingency for the contract work items, for a grand total of \$309,738.00.
3. Authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County a Public Works Contract between Nevada County and Chrisp Company, upon receipt of the Labor and Materials Bond, Performance Bond and Certificate of Insurance by the Director of Public Works and approval and acceptance of the Certificate of Insurance by the Risk Manager.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 26th day of April, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

4/26/2016 cc: DPW*
AC*(hold)

6/17/2016 cc: DPW(1)
AC*(release)

COUNTY OF NEVADA

DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. 225028 FEDERAL CONTRACT NO. HRRRL-5917 (088)

THIS AGREEMENT, made and concluded, in duplicate, between the County of Nevada thereof, party of the first part, and **Chrisp Company,** Contractor, party of the second part.

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Nevada, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated May 2006 the Standard Specifications, dated May 2006 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are entitled:

**COUNTY OF NEVADA;
DEPARTMENT OF PUBLIC WORKS
SPECIAL PROVISIONS, BIDDING AND CONTRACT DOCUMENTS FOR**

Road Safety Signage Audit, Sign Installation Project

IN

NEVADA COUNTY

The project plans for the work to be done were approved **January 26, 2016** and are entitled:

**COUNTY OF NEVADA;
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR**

Road Safety Signage Audit, Sign Installation Project

IN

NEVADA COUNTY

ARTICLE II.--The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

CONTRACT ITEM LIST					
CONTRACT NO. 225028 / FEDERAL CONTRACT NO. HRRRL 5917(008)					
ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$25,000	\$25,000
2	Traffic Control	LS	1	\$34,420	\$34,420
3	Health and Safety Plan	LS	1	\$1,500	\$1,500
4	Construction Staking	LS	1	\$7,500	\$7,500
5	Remove Existing Roadside Sign	EA	313	\$65	\$20,345
6	Relocate Existing Roadside Sign	EA	7	\$275	\$1,925
7	Replace Existing Roadside Sign	EA	221	\$315	\$69,615
8	Install New Roadside Sign	EA	385	\$315	\$121,275
Construction Total in Figures				\$281,580.00	
Construction Total in Words				Two hundred eighty-one thousand, five hundred, eighty dollars and no cents.	

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written


APPROVED:

**STATE OF CALIFORNIA
COUNTY OF NEVADA**

Date: 6/7/14

By 
Chair, Board of Supervisors

Date: 5/6/16

By 
Contractor **CHRISP COMPANY**
DAVID L. MORRIS, EXECUTIVE VICE PRESIDENT
Licensed in accordance with
an act providing for the
registration of contractors,

License No. 374600

Federal Employer Identification

Number 94-2578099