



# RESOLUTION No. 17-201

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION TO AWARD A CONTRACT FOR THE 2017 WESTERN COUNTY BRIDGE PROJECT – COUNTY CONTRACT NO. 224031 AND AMENDING THE FISCAL YEAR 2016/17 DEPARTMENT OF PUBLIC WORKS CAPITAL IMPROVEMENT BUDGET – (DISTRICTS 2 AND 4) 4/5 AFFIRMATIVE VOTE REQUIRED

WHEREAS, on March 14, 2017 the Nevada County Board of Supervisors adopted Resolution 17-116 approving the bidding documents and specifications for the 2017 Western County Bridge Project; and

WHEREAS, bids were opened on April 20, 2017, with the low bid being \$2,555,075; and

WHEREAS, Federal Highway Bridge Program (HBP) and State Exchange funds are available for this project; and

WHEREAS, construction is anticipated to begin in June 2017 and be completed in 110 working days as allowed by the contract; and

WHEREAS, a budget amendment has been prepared for the Fiscal Year 2016/17 Road Capital Improvement Budget.

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

1. Awards the Contract to the low bidder, Q & D Construction, Inc., at the bid price of \$2,555,075.00 plus a 10% contingency of \$255,507.50 for the contract work items for a grand total amount not to exceed of \$2,810,582.50.
2. Authorizes the Chair of the Board of Supervisors to execute on behalf of the County of Nevada the contract between Nevada County and Q & D Construction, Inc. upon receipt of Certificates of Insurance by the Director of the Department of Public Works and approval and acceptance of the Certificates of Insurance by the Risk Manager.
3. Directs the Auditor-Controller to amend the Department of Public Works Fiscal Year 2016/17 budget and release fund balance as follows:

Increase		
1114-30154-702-3000	540712	\$2,810,583
Release Fund Balance		
Fund 1114		\$2,810,583

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of May, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, 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: 

  
Hank Weston, Chair

5/09/2017 cc: DPW\*  
AC\* (Hold)

5/25/2017 cc: DPW  
AC (Release)\*

**COUNTY OF NEVADA  
DEPARTMENT OF PUBLIC WORKS  
CONTRACT NO. 224031**

THIS AGREEMENT, made and concluded, in duplicate, May 9, 2017  
between the County of Nevada thereof, party of the first part, and

Q & D Construction Inc.

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 current California Department of Transportation Standard Plans, the Standard Specifications, 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 dated December 20, 2016 and are entitled:

**NEVADA COUNTY  
DEPARTMENT OF PUBLIC WORKS  
BOOK 2 OF 3  
NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR  
COUNTY CONTRACT NO. 224031  
MCCOURTNEY ROAD BRIDGE REPLACEMENT PROJECT  
FEDERAL-AID PROJECT NO. BRLO-5917(080)  
GARDEN BAR SANFORD BRIDGE WIDENING PROJECT  
FEDERAL-AID PROJECT NO. BRLO-5917(081)  
GARDEN BAR RAILCAR BRIDGE REPLACEMENT PROJECT  
FEDERAL-AID PROJECT NO. BRLO-5917(082)**

The project plans (3) for the work to be done are dated 1/20/2017 and are entitled:

**NEVADA COUNTY  
DEPARTMENT OF PUBLIC WORKS  
PROJECT PLANS  
for  
McCourtney Road over Rock Creek Bridge Replacement Project  
Federal Project No. BRLO-5917(080)  
NEVADA COUNTY  
DEPARTMENT OF PUBLIC WORKS  
PROJECT PLANS  
for  
Garden Bar Sanford Bridge Widening Project  
Federal Project No. BRLO-5917(081)**

Bid Book Contract No. 224031  
McCourtney Road Replacement Project, Garden Bar Sanford Widening, and Garden Bar Railcar Replacement  
Federal Project Nos. BRLO-5917(080), BRLO-5917(081), and BRLO-5917(082)

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

for  
*Garden Bar Railcar Bridge Replacement Project  
Federal Job No. BRLO-5917(082)*

**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, 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:

**ARTICLE VI** - No retainage will be withheld by the agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontract performance, or noncompliance by a subcontractor.

**COMBINED BID ITEM LIST- CONTRACT NO. 224031**

MCCOURTNEY ROAD BRIDGE REPLACEMENT *FEDERAL-AID PROJECT NO. BRLO-5917(080)*  
GARDEN BAR SANFORD BRIDGE WIDENING PROJECT *FEDERAL-AID PROJECT NO. BRLO-5917(081)*  
GARDEN BAR RAILCAR BRIDGE REPLACEMENT PROJECT *FEDERAL-AID PROJECT NO. BRLO-5917(082)*

ITEM NO.	ITEM CODE	P-F	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	070030		LEAD COMPLIANCE PLAN (Sanford)	LS	1	2,000	2,000
2	080050A		PROGRESS SCHEDULE (CRITICAL PATH METHOD) (Sanford)	LS	1	2,000	2,000

ITEM NO.	ITEM CODE	P-F	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
3	080050B		PROGRESS SCHEDULE (CRITICAL PATH METHOD) (Railcar)	LS	1	2,000	2,000
4	080050C		PROGRESS SCHEDULE (CRITICAL PATH METHOD) (McCourtney)	LS	1	2,000	2,000
5	099999A		CONSTRUCTION STAKING (Sanford)	LS	1	36,000	36,000
6	099999B		CONSTRUCTION STAKING (Railcar)	LS	1	36,000	36,000
7	099999C		CONSTRUCTION STAKING (McCourtney)	LS	1	42,000	42,000
8	100100A		DEVELOP WATER SUPPLY (Sanford)	LS	1	1,800	1,800
9	100100B		DEVELOP WATER SUPPLY (Railcar)	LS	1	2,500	2,500
10	100100C		DEVELOP WATER SUPPLY (McCourtney)	LS	1	2,500	2,500
11	120090A		CONSTRUCTION AREA SIGNS (Sanford)	LS	1	3,500	3,500
12	120090B		CONSTRUCTION AREA SIGNS (Railcar)	LS	1	5,000	5,000
13	120090C		CONSTRUCTION AREA SIGNS (McCourtney)	LS	1	5,000	5,000
14	120100A		TRAFFIC CONTROL SYSTEM (Sanford)	LS	1	20,000	20,000
15	120100B		TRAFFIC CONTROL SYSTEM (Railcar)	LS	1	10,000	10,000
16	120100C		TRAFFIC CONTROL SYSTEM (McCourtney)	LS	1	10,000	10,000
17	120182		PORTABLE DELINEATOR	EA	63	50	3,150
18	129000		TEMPORARY RAILING (TYPE K)	LF	100	100	10,000
19	129110		TEMPORARY CRASH CUSHION (SAND FILLED)	EA	6	3,000	18,000
20	130100A		JOB SITE MANAGEMENT (Sanford)	LS	1	8,500	8,500
21	130100B		JOB SITE MANAGEMENT (Railcar)	LS	1	8,500	8,500
22	130100C		JOB SITE MANAGEMENT (McCourtney)	LS	1	8,500	8,500
23	130200A		PREPARE WATER POLLUTION CONTROL PROGRAM (Sanford)	LS	1	1,200	1,200
24	130200B		PREPARE WATER POLLUTION CONTROL PROGRAM (Railcar)	LS	1	1,200	1,200
25	130200C		PREPARE WATER POLLUTION CONTROL PROGRAM (McCourtney)	LS	1	1,200	1,200
26	130401A		TEMPORARY CREEK DIVERSION SYSTEM (Sanford)	LS	1	80,000	80,000

ITEM NO.	ITEM CODE	P-F	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
27	130401B		TEMPORARY CREEK DIVERSION SYSTEM (Railcar)	LS	1	95,000	95,000
28	130401C		TEMPORARY CREEK DIVERSION SYSTEM (McCourtney)	LS	1	85,000	85,000
29	131103		WATER QUALITY SAMPLING AND ANALYSIS DAY (Sanford)	EA	40	500	20,000
30	131104		WATER QUALITY MONITORING REPORT (Sanford)	EA	10	650	6,500
31	131105		WATER QUALITY ANNUAL REPORT (Sanford)	EA	1	1,500	1,500
32	141000		TEMPORARY FENCE (TYPE ESA)	LF	837	6	5,022
33	153250B		SALVAGE BRIDGE (SUPERSTRUCTURE) (Railcar)	LS	1	8,000	8,000
34	153250C		SALVAGE BRIDGE (SUPERSTRUCTURE) (McCourtney)	LS	1	8,000	8,000
35	158004		RELOCATE BEAM RAILING	LF	43	150	6,450
36	170103A		CLEARING AND GRUBBING (Sanford)	LS	1	20,000	20,000
37	170103B		CLEARING AND GRUBBING (Railcar)	LS	1	20,000	20,000
38	170103C		CLEARING AND GRUBBING (McCourtney)	LS	1	25,000	25,000
39	190101	F	ROADWAY EXCAVATION	CY	809	55	44,495
40	190142		SCARIFY	SQYD	3792	1	3,792
41	192004	F	STRUCTURE EXCAVATION (BRIDGE)(TYPE D)	CY	405	135	54,675
42	192020	F	STRUCTURE EXCAVATION (TYPE D)	CY	222	135	29,970
43	193003	F	STRUCTURE BACKFILL (BRIDGE)	CY	491	160	78,560
44	198010		IMPORTED BORROW (CY)	CY	2222	60	133,320
45	210350		FIBER ROLL	LF	2599	5	12,995
46	210430		HYDROSEED	SQFT	34000	.35	11,900
47	260200		AGGREGATE BASE (CLASS 2)	CY	458	155	70,990
48	390132		HOT MIX ASPHALT (TYPE A)	TON	120	240	28,800
49	398000		REMOVE ASPHALT CONCRETE PAVEMENT (CY)	CY	84	125	10,500



ITEM NO.	ITEM CODE	P-F	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
50	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	65	120	7,800
51	500001	P-F	PRESTRESSING CAST IN PLACE CONCRETE	LS	1	45,000	45,000
52	510051	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	68	850	57,800
53	510053	F	STRUCTURAL CONCRETE, BRIDGE	CY	150	1650	247,500
54	510054	F	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	127	1800	228,600
55	510502	F	MINOR CONCRETE (MINOR STRUCTURE)	CY	4	500	2,000
56	511106		DRILL AND BOND DOWEL	LF	24	55	1,320
57	519088		JOINT SEAL (MR 1")	LF	16	95	1,520
58	520102	P-F	BAR REINFORCING STEEL (BRIDGE)	LB	58901	2	117,802
59	520115	P-F	BAR REINFORCING STEEL (GALVANIZED) (BRIDGE)	LB	484	5	2,420
60	550203	P-F	FURNISH STRUCTURAL STEEL (BRIDGE)	LB	9964	7.50	74,730
61	550204	F	ERECT STRUCTURAL STEEL (BRIDGE)	LB	9964	3	29,892
62	590115		CLEAN AND PAINT STRUCTURAL STEEL (Sanford)	LS	1	55,000	55,000
63	600105	F	BRIDGE REMOVAL (McCourtney)	LS	1	35,000	35,000
64	600106	F	BRIDGE REMOVAL (Railcar)	LS	1	30,000	30,000
65	600114	F	BRIDGE REMOVAL PORTION (Sanford)	LS	1	15,000	15,000
66	641101	P	12" HDPE PIPE (TYPE S)	LF	32	110	3,520
67	641119	P	30" HDPE PIPE (TYPE S)	LF	76	190	14,440
68	721015	F	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	CY	229.5	165	37,865.50
69	721028	F	ROCK SLOPE PROTECTION (NO. 2, METHOD B)	CY	15	300	4,500
70	729011		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	1949	3	5,847
71	800051	P	FENCE (TYPE WM, METAL POST)	LF	52	35	1820
72	800102		TEMPORARY FENCE (TYPE WM-4)	LF	932	25	23,300

ITEM NO.	ITEM CODE	P-F	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
73	803020		REMOVE FENCE	LF	65	15	975
74	803081		SALVAGE ELECTRICAL FENCE COMPONENTS	LS	1	5,000	5,000
75	803100	P	RECONSTRUCT FENCE	LF	705	50	35,250
76	810190		GUARD RAILING DELINEATOR	EA	24	15	360
77	820220		REMOVE MARKER	EA	5	50	250
78	820230		REMOVE SIGN	EA	3	200	600
79	820530		RESET ROADSIDE SIGN	EA	5	450	2,250
80	820840		ROADSIDE SIGN - ONE POST	EA	1	500	500
81	832008	P	BEAM GUARDRAIL	LF	72	105	7,560
82	832009	P	BEAM RAILING	LF	12.5	265	3,312.50
83	832010	P	BEAM GUARDRAIL ANCHOR TYPE 5	EA	4	2,400	9,600
84	833089	P-F	TUBULAR RAILING (TYPE 115)	LF	389	240	93,360
85	840501		THERMOPLASTIC TRAFFIC STRIPE	LF	680	2	1,360
86	999990A		MOBILIZATION (Sanford)	LS	1	85,000	85,000
87	999990B		MOBILIZATION (Railcar)	LS	1	82,000	82,000
88	999990C		MOBILIZATION (McCourtney)	LS	1	82,000	82,000
CONSTRUCTION TOTAL IN FIGURES				2,555,075.00			
CONSTRUCTION TOTAL IN WORDS				Two million five hundred fifty five thousand and seventy five.			

When an item of work is designated as F or P-F, the estimated quantity is a final pay quantity. When an item of work is designated as P or P-F, the item is eligible for progress payments as material furnished but not incorporated in the work. The Bidder must list the name and address of each subcontractor the Bidders proposes to subcontract portions of the work, as required.

The total bid for the Combined Bid Item List will be used to determine the lowest responsible bidder.

The County will not consider separating the contracts and will not award based on individual contract cost.

COMPANY NAME

Q & D Construction Inc.



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

**COUNTY OF NEVADA  
DEPARTMENT OF PUBLIC WORKS**

By Hank Weston  
Authorized Local Agency Representative

Contractor

By APPB

Licensed in accordance with  
an act providing for the  
registration of contractors,

License No. 427988 BA

Federal Employer Identification

Number 88-061010

Approved and certified as being in conformance with the requirements of the State Contract Act.

AL  
Attorney, County of Nevada

Approved Effective 5/9/17