



# RESOLUTION No. 24-464

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

### RESOLUTION TO AWARD THE CONTRACT FOR THE 2024 NEVADA COUNTY ANNUAL STRIPING PROJECT TO TRAFFIC LIMITED FOR A TOTAL AMOUNT OF \$327,578.49 UNDER COUNTY PROJECT NUMBER 426642 – ALL DISTRICTS

WHEREAS, On March 26, 2024, the Nevada County Board of Supervisors approved Resolution 24-127 to authorize the Purchasing Agent to solicit bids for the 2024 Nevada County Annual Striping Project; and

WHEREAS, bids were opened on April 17, 2024, with the low bid being Traffic Limited at \$297,798.63; and

WHEREAS, the low bid price is \$297,798.63, plus a 10% contingency of \$29,779.86 for a total of \$327,578.49; and

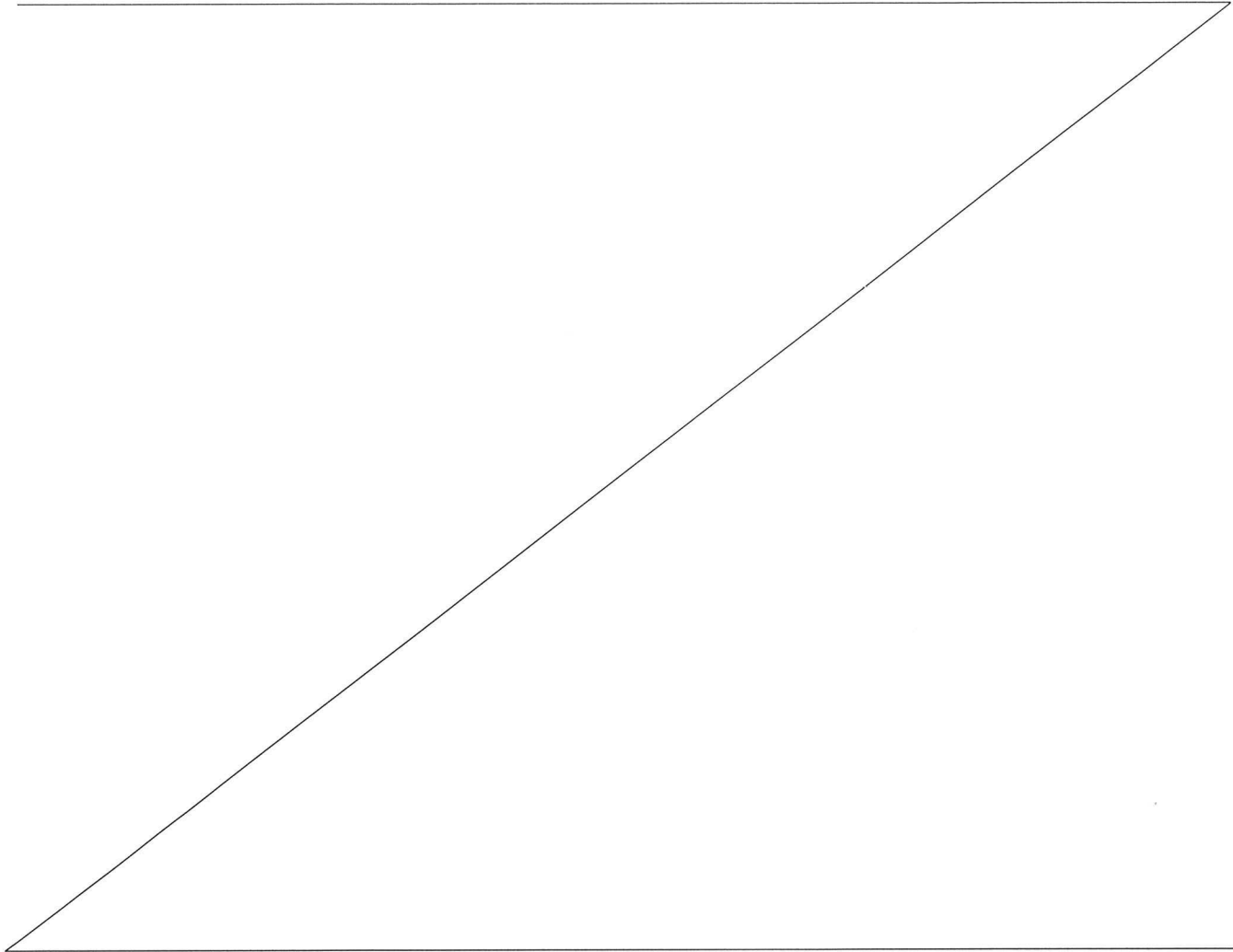
WHEREAS, the low bidder met all of the bid submittal requirements; and

WHEREAS, work for the project is scheduled to begin in September 2024; and

WHEREAS, Road Funds and Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) funds are available for this project during fiscal year 2024/25.

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

1. Authorizes the Auditor Controller to encumber the contract:  
1114-30107-703-1000 / 521120      \$327,578.49
2. Approves the award of the contract to the low bidder, Traffic Limited, in the amount of \$297,798.63, plus a 10% contingency of \$29,779.86, for a total of \$327,578.49.
3. Authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County a Standard Long form Public Works contract between Nevada County and Traffic Limited, upon receipt of the Payment Bond and Performance Bond 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 20th day of August 2024, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek, and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.
- Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By: 

  
Hardy Bullock, Chair

2024 Nevada County Striping Project - Engineer's Estimate

ITEM NO.	ITEM DESCRIPTION	Engineer's Estimate				Traffic Limited				Central Striping				WGJ Enterprises dba:PCI				Sierra Traffic Markings				Specialized Pavement Marking LLC			
		UNIT	QUANTITY	ITEM PRICE	TOTAL	UNIT	QUANTITY	ITEM PRICE	TOTAL	UNIT	QUANTITY	ITEM PRICE	TOTAL	UNIT	QUANTITY	ITEM PRICE	TOTAL	UNIT	QUANTITY	ITEM PRICE	TOTAL	UNIT	QUANTITY	ITEM PRICE	TOTAL
<b>Western County</b>																									
1	DOUBLE YELLOW WITH BLACK DTL 21 (4-INCH) PAINT	LF	539,222	0.29	\$156,374.38	LF	539,222	0.27	\$145,589.94	LF	539,222	0.33	\$177,943.26	LF	539,222	0.39	\$210,296.58	LF	539,222	0.40	\$215,688.80	LF	539,222	0.60	\$323,533.20
2	PASS/NO-PASS WITH BLACK DTL 18 (4-INCH) PAINT	LF	5,903	0.29	\$1,711.87	LF	5,903	0.27	\$1,593.81	LF	5,903	0.38	\$2,243.14	LF	5,903	0.51	\$3,010.53	LF	5,903	0.35	\$2,066.05	LF	5,903	0.55	\$3,246.65
3	DASHED CENTERLINE WITH BLACK DTL 5 (4-INCH) PAINT	LF	3,298	0.15	\$494.70	LF	3,298	0.25	\$824.50	LF	3,298	0.66	\$2,176.68	LF	3,298	0.43	\$1,418.14	LF	3,298	0.35	\$1,154.30	LF	3,298	0.22	\$725.56
4	EDGE LINE OR DASHED EDGE LINE DTL 27B/27C (4-INCH) PAINT	LF	792,578	0.16	\$126,812.48	LF	792,578	0.14	\$114,131.23	LF	792,578	0.18	\$142,664.04	LF	792,578	0.25	\$198,144.50	LF	792,578	0.25	\$198,144.50	LF	792,578	0.22	\$174,367.16
5	CHANNELIZING DTL 38A (8-INCH) PAINT	LF	2,211	0.54	\$1,193.94	LF	2,211	0.60	\$1,326.60	LF	2,211	1.40	\$3,095.40	LF	2,211	0.83	\$1,835.13	LF	2,211	2.00	\$4,422.00	LF	2,211	0.65	\$1,437.15
6	BIKE LANE DTL38A	LF	1,197	0.50	\$598.50	LF	1,197	0.60	\$718.20	LF	1,197	1.80	\$2,154.60	LF	1,197	0.63	\$754.11	LF	1,197	2.00	\$2,394.00	LF	1,197	0.35	\$418.95
<b>Eastern County</b>																									
7	DOUBLE YELLOW WITH BLACK DTL 21 (4-INCH) PAINT	LF	72,415	0.15	\$10,862.25	LF	72,415	0.27	\$19,552.05	LF	72,415	0.33	\$23,896.95	LF	72,415	0.45	\$32,586.75	LF	72,415	0.45	\$32,586.75	LF	72,415	0.60	\$43,449.00
8	PASS/NO-PASS WITH BLACK DTL 18 (4-INCH) PAINT	LF	4,780	0.286	\$1,367.08	LF	4,780	0.270	\$1,290.60	LF	4,780	0.380	\$1,816.40	LF	4,780	0.510	\$2,437.80	LF	4,780	0.400	\$1,912.00	LF	4,780	0.550	\$2,629.00
9	EDGE LINE OR DASHED EDGE LINE DTL 27B/27C (4-INCH) PAINT	LF	87,425	0.16	\$13,988.00	LF	87,425	0.14	\$12,589.20	LF	87,425	0.18	\$15,736.50	LF	87,425	0.25	\$21,856.25	LF	87,425	0.30	\$26,227.50	LF	87,425	0.22	\$19,233.50
10	DASHED CENTERLINE WITH BLACK DTL 5 (4-INCH) PAINT	LF	730	0.16	\$116.80	LF	730	0.25	\$182.50	LF	730	0.66	\$481.80	LF	730	0.43	\$313.90	LF	730	0.40	\$292.00	LF	730	0.22	\$160.60
<b>Total</b>					<b>\$313,520.00</b>	<b>Total</b>				<b>\$297,798.63</b>	<b>Total</b>			<b>\$372,208.77</b>	<b>Total</b>			<b>\$472,653.69</b>	<b>Total</b>			<b>\$484,887.90</b>	<b>Total</b>		<b>\$569,200.77</b>

COUNTY OF NEVADA  
STATE OF CALIFORNIA

**CONTRACT**

FOR

**2024 Nevada County Annual Striping Project**

**COUNTY PROJECT NO. 426642**

August 20, 2024

(Standard Public Works Contract)

COUNTY OF NEVADA  
DEPARTMENT OF PUBLIC WORKS

**PERFORMANCE BOND**

(To Accompany Contract)

Bond No. \_\_\_\_\_

**WHEREAS**, the County of Nevada, acting by and through the Department of Public Works, has awarded to Contractor Traffic Limited, hereafter designated as the "Contractor", a contract for the work described as follows:

**AND WHEREAS**, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

**NOW, THEREFORE**, we the undersigned Contractor and Surety are held firmly bound to the County of Nevada in the sum of Two Hundred Ninety Seven Thousand Seven Hundred Ninety Eight Dollars and Sixty Three Cents dollars (\$ 297,798.63), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Nevada, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Correspondence or claims relating to this bond should be sent to the surety at the following address: \_\_\_\_\_ Contractor

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_  
By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

COUNTY OF NEVADA  
DEPARTMENT OF PUBLIC WORKS

**PAYMENT BOND**  
(Section 3247, Civil Code)

**WHEREAS**, The County of Nevada, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor     Traffic Limited    , hereafter designated as the "Contractor", a contract for the work described as follows:

**AND WHEREAS**, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

**NOW, THEREFORE**, we the undersigned Contractor and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for which payment, we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if said Contractor or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Correspondence or claims relating to this bond  
should be sent to the surety at the following address: \_\_\_\_\_ Contractor

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_  
By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California, County of Nevada SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_, personally

*Attorney-in-fact*

known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name  
is subscribed to this instrument as the attorney-in-fact of \_\_\_\_\_  
and acknowledged to me that he/she subscribed the name of the said company thereto as surety,  
and his/her own name as attorney-in-fact.

(SEAL)

\_\_\_\_\_  
*Notary Public*

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California, County of Nevada SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_, personally

*Attorney-in-fact*

known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name  
is subscribed to this instrument as the attorney-in-fact of \_\_\_\_\_  
and acknowledged to me that he/she subscribed the name of the said company thereto as surety,  
and his/her own name as attorney-in-fact.

(SEAL)

\_\_\_\_\_  
*Notary Public*



**COUNTY OF NEVADA  
STATE OF CALIFORNIA**

**CONTRACT**

THIS CONTRACT, made this \_\_ day of \_\_\_\_\_ by and between the COUNTY OF NEVADA, hereinafter referred to as County and \_\_\_\_\_ Traffic Limited \_\_\_\_\_, hereinafter referred to as Contractor.

WITNESSETH: That the County and Contractor, for the consideration hereinafter mentioned, agree as follows:

**ARTICLE I: DEFINITIONS**

Wherever used in these general conditions or in the other contract documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Act of God**

"Act of God" means an earthquake or flood, or other cataclysmic phenomenon of nature. A rain, windstorm, high water or other natural phenomenon of unusual intensity for the specific locality of the work, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

**Addenda**

Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents.

**Application for Payment**

The form accepted by County which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the contract documents.

**Calendar Days**

Consecutive days of the month including Saturdays, Sundays and holidays. A calendar day shall be the 24 hours running from midnight to the next midnight.

**Change Order**

A document, which is signed by Contractor and County and authorizes an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the contract.

**Contract Documents**

The written agreement covering the performance of the work and the furnishing of labor, materials and equipment in construction of the work. The agreement shall be construed to include the

1. Invitation to Bid
2. Instructions to Bidders
3. Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award
4. Contract
5. Addenda which pertain to the Contract
6. The Bonds
7. Any supplementary conditions or any and all written agreements amending or extending the work, time or price contemplated
8. The Plans and Specifications and Drawings as identified in the Contract
9. Certificates of Insurance
10. Other: \_\_\_\_\_

**Contract Price**

Either the total lump sum bid of the Contractor or the total of the unit price bids of the Contractor extended based upon the estimated quantities set forth in the bid, or combinations thereof, plus or minus any adjustments made in accordance with the contract.

**Contractor**

The person or persons, co-partnership, joint venturers or corporation who have entered into a contract with County as party or parties of the second part and/or their legal representatives.

**Contractor's Plant and Equipment**

Everything, except labor, brought onto the site by the Contractor in order to carry out the work, but not to be incorporated in the work.

**County**

The County of Nevada and any person or persons to whom the power belonging to County shall be duly designated including but not limited to an engineer or architect. Only those persons designated in writing by the County Administrator or Director of the department overseeing the project shall have authority to act on behalf of County.

**Day**

A calendar day of 24 hours, except when preceded by "working", as defined below.

**Defective**

An adjective which when modifying the word "work" refers to work that is unsatisfactory, faulty or deficient, or does not conform to the contract documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the contract documents, or has been damaged (unless responsibility for the protection thereof has been assumed by County).

**Directed**

"Directed", "designated", "permitted", "required", "accepted", and words of like import, wherever and in whatever manner used means as directed, designated, permitted, required, and accepted by County.

**Director**

"Director" shall mean the Director of the department overseeing the project.

**Drawings**

The drawings which show the character and scope of the work to be performed and which have been prepared or approved by County and are referred to in the contract documents.

**Effective Date of the Contract**

The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

**Engineer**

The person specifically designated in writing by County to function as staff adviser and/or consultant to County on engineering matters relating to this contract. Only those persons designated by County, in writing, shall have authority to act for County in the administration of this contract. Said written designation shall be signed by the County Administrator or Director of the department overseeing the project.

**Equal**

A device, material, equipment, technique or method that conforms to the intent of that specified or indicated on the Drawing.

**Field Order**

A written order issued by County which orders minor changes in the work but which does not involve a change in the contract price or the contract time.

**Final Acceptance, Date of**

The date when all final punch list items are corrected, the final inspection has been completed and when the governing body and/or funding agency formally accepts the project as complete. This date will be used to establish the start date of the one-year warranty period for the contract.

**Laboratory**

The designated testing laboratory authorized by County to test materials and work involved in the contract.

**Lien**

Any claim by a person entitled to file a stop notice pursuant to the provisions of California Civil Code Sections 3179, et seq.

**Notice of Award**

The written notice by County to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, County will sign and deliver the Contract.

**Notice to Proceed**

A written notice given by County to Contractor fixing the date on which the contract time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

**Partial Completion**

Placing a portion of the work in service for the purpose for which it is intended (or a related purpose) before reaching completion of all the work.

**Person**

Includes firms, companies and corporations.

**Project**

The total construction which is required by the Contract Documents which may be all of the work or a part as indicated in the Contract Documents.

**Schedule of Values**

A list of divisions of the total scope of work under the contract made by the Contractor and approved by the County for purposes of progress payments.

**Shall**

"Shall" or "will", whenever used, is mandatory.

**Shop Drawings**

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all product data illustrations, brochures, standard schedules, performance charts, instructions, diagrams, samples, and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the work.

**Special Provisions**

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and certain administrative details applicable thereto.

**Standard Specifications**

Specifications which are authored and authorized by a particular industry or agency which may be incorporated by reference. Where so incorporated, they are incorporated for use of technical data and specifications only. If there is a conflict between the standard specifications and express terms of this contract, the provisions set forth in the contract shall prevail.

**Subcontractor**

An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

**Substitute**

A device, material, equipment, technique or method of construction that differs from that intended or indicated on the Drawings.

**Sufficient:**

"Sufficient", "necessary", "proper", "acceptable", "satisfactory", "desirable", and words of like import, wherever and in whatever manner used, with or without reference to the County, means sufficient, necessary, proper, acceptable, satisfactory and desirable in the judgment of the County.

**Supplementary Conditions**

An addition to the Contract Documents which supplements the main Contract.

**Underground Facilities**

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

**Unit Price Work**

Work to be paid for on the basis of unit prices.

**Work**

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

**Working Day**

A working day is any day except Saturdays, Sundays, or legal holidays and days on which the Contractor is specifically required by Special Provisions, by any labor contract, or by law, to suspend construction operations. Also excepted is any day on which the Contractor is prevented by inclement weather conditions resulting therefrom, or other phenomena of nature from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five (5) hours toward completion of the current controlling item on the accepted project schedule. Should the conditions prevent the work from beginning at the usual starting time, or prevent the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force for a period of at least five (5) hours, and the crew is dismissed as a result thereof, Contractor will not be charged for a working day whether or not conditions change so that the major portion of the day could be considered to be suitable for work on the controlling item.

**ARTICLE II: SCOPE OF WORK**

Contractor, at Contractor's own proper costs and expense, shall do all the work and furnish all the materials necessary to construct and/or reconstruct and complete in good workmanlike and substantial manner and to the satisfaction of the County, the following: **2024 NEVADA COUNTY ANNUAL STRIPING PROJECT**, which shall be constructed in accordance with this Contract, the Invitation to Bid, the Instructions to Bidders, the Plans and Specifications and Drawings, and all other contract documents attached hereto and which are incorporated herein by reference and made a part of this Contract as if set forth in full.

### **ARTICLE III: CONTRACT TIME**

Contractor will start work to be performed under this Contract within **7 days** after the Contractor is instructed in writing by County to proceed with the work. Said work shall be diligently prosecuted to completion. **2024 NEVADA COUNTY ANNUAL STRIPING PROJECT work shall be completed and ready for acceptance within 25 working days from the Start of Construction.** When any period of time is referred to in the contract documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **ARTICLE IV: CHANGE OF CONTRACT TIME**

#### **Change by Change Order**

The contract time may only be changed by change order. A request for an extension or shortening of the contract time shall be based on written notice delivered by the party making the request to County promptly after the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the extent of the request with supporting data shall be delivered to County and shall be accompanied by the written statement that the adjustment requested is the entire adjustment to which the requesting party has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the contract time will be valid if not submitted in accordance with the requirements of this paragraph.

#### **Contract Time May Be Extended**

The contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if the request is made therefor as provided in this Article. Such delays shall include, but not be limited to, acts of neglect by County or others performing additional work, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

#### **Delay and Price Change**

All time limits stated in the contract documents are of the essence. There shall be no adjustment of contract price due to delays which are not caused by the County, including but not limited to delays for fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God and the acts of any other person or entity. The provisions of this Article shall not exclude recovery for damages for delay which is caused by the County.

#### **Delays in Completion of the Work**

##### **1. Notice of Delays**

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, Contractor shall notify County in writing of the probability of the occurrence of such delay and its cause in order that County may take immediate steps to prevent, if possible, the occurrence or continuance of the delay or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be assumed that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of County at the time of their occurrence and found by County to have been unavoidable. The Contractor shall make no requests for extensions of time as to delay not called to the attention of County at the time of its occurrence.

##### **2. Avoidable Delays**

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of County would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or Contractor's subcontractors.