



# **RESOLUTION No. 17-053**

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

### **RESOLUTION TO AWARD A CONTRACT FOR THE RETRAC WAY AT WOLF CREEK BRIDGE REPLACEMENT PROJECT – COUNTY CONTRACT NO. 224018, FEDERAL AID PROJECT NO. BRLO-05917 (069) AND AMEND THE DEPARTMENT OF PUBLIC WORKS FISCAL YEAR 2016/17 BUDGET – 4/5 AFFIRMATIVE VOTE REQUIRED – DISTRICT II (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, on November 15, 2016 the Nevada County Board of Supervisors adopted Resolution 16-547 approving the plans, specifications and estimate for the Retrac Way at Wolf Creek Bridge Replacement Project; and

WHEREAS, bids were opened on December 20, 2016, with the low bid being \$1,531,348.84; and

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

WHEREAS, a budget amendment has been prepared for the Capital Improvement Project (CIP) budget 1114-30154-702-3000/540712; and

WHEREAS, construction is anticipated to begin in April 2017 and be completed in 185 working days as allowed by the contract.

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

1. Awards the Contract to the low bidder, Bridgeway Civil Constructors, at the bid price of \$1,531,348.84 plus a 10% contingency for the contract work items for a grand total of \$1,684,483.72
2. Directs the Auditor-Controller to amend the Department of Public Works Fiscal Year 2016/17 budget as follows:

Increase

1114-30154-702-3000	540712	\$953,884
1114-30154-702-3000	446370	\$953,884

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of January, 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: \_\_\_\_\_

*Julie Patterson Hunter*

*Hank Weston*

Hank Weston, Chair

1/24/2017 cc: DPW\*  
AC\* (Hold)

3/2/2017 cc: DPW\*  
AC\* (Release)  
BCC, Inc.

**COUNTY OF NEVADA**

**DEPARTMENT OF PUBLIC WORKS**

**CONTRACT NO. 224018 FEDERAL CONTRACT NO. BRLO-5917 (069)**

THIS AGREEMENT, made and concluded, in duplicate, between the County of Nevada thereof, party of the first part, and Bridgeway Civil Constructors, 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 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 dated February 20, 2016 and entitled:

**Nevada County  
Department of Public Works  
Book 2  
Notice to Bidders and Special Provisions for:  
  
Retrac Way at Wolf Creek  
Bridge Replacement Project**

The project plans for the work to be done are dated February 20, 2016 and entitled:

**Nevada County  
Department of Public Works  
Project Plans for  
  
Retrac Way at Wolf Creek  
Bridge Replacement Project**

**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 COUNTY OF NEVADA 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:

**ARTICLE VI** - A 5% retainage will be withheld by the agency from progress payments due the prime contractor, as specified in Section 7201 of the California Public Contract Code. 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.

**BID ITEM LIST – CONTRACT NO. 224018 FEDERAL CONTRACT NO. BRLO-5917(069)**

No.	P-F-W	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE	TOTAL AMOUNT
1		080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	355 <sup>00</sup>	355
2		120090	CONSTRUCTION AREA SIGNS	LS	1	4304 <sup>00</sup>	4304
3		120100	TRAFFIC CONTROL SYSTEM	LS	1	16500 <sup>00</sup>	16500
4		129000	TEMPORARY RAILING (TYPE K)	LF	260	85 <sup>00</sup>	22100
5		130XXX	TEMPORARY STREAM DIVERSION	LS	1	89400	89400
6		130100	JOB SITE MANAGEMENT	LS	1	79915	79915
7		130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	21235	21235
8	W	130550	TEMPORARY HYDROSEED	SF	1000	0 <sup>25</sup>	250
9	W	130610	TEMPORARY CHECK DAM	EA	6	1389	83 <sup>34</sup>
10	W	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	2	130	260
11	W	130640	TEMPORARY FIBER ROLL	LF	340	5	1700
12	W	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	1	9750	9750
13	W	130900	TEMPORARY CONCRETE WASHOUT	EA	2	2488	4976
14		141000	TEMPORARY FENCE (TYPE ESA)	LF	280	4	1120
15		146001	CONTRACTOR-SUPPLIED BIOLOGIST (DAY)	DAY	10	1706	17060
16		151531	RECONSTRUCT FENCE	LF	150	15	2250
17		152390	RELOCATE ROADSIDE SIGN	EA	2	500	1000
18		157550	BRIDGE REMOVAL	LS	1	100,000	100,000
19		160102	CLEARING AND GRUBBING	LS	1	12958	12958
20		190101	ROADWAY EXCAVATION	CY	170	225	38250
21	F	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	227	220	49940
22	F	192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	76	118	8968
23	F	193003	STRUCTURE BACKFILL (BRIDGE)	CY	163	262	42706
24	F	193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	87	154	13398
25		194001	DITCH EXCAVATION	CY	3	1930	5790

26		198010	IMPORTED BORROW	CY	1000	75	75000
27		210210	EROSION CONTROL (HYDROSEED)	SF	2010	025	50250
28		210350	FIBER ROLLS	LF	470	350	1645
29		260203	CLASS 2 AGGREGATE BASE	CY	210	106	22260
30		390132	HOT MIX ASPHALT (TYPE A)	TON	190	286	54340
31		394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	130	26	3380
32		490603	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	140	400	56000
33	P-F	500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	76095	76095
34	F	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	45	350	15750
35	F	510053	STRUCTURAL CONCRTE, BRIDGE	CY	297	850	252450
36	F	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	36	763	27468
37		510501	MINOR CONCRETE	CY	10	1233	12330
38		510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	3	450	1350
39	P	519088	JOINT SEAL (MR = 1")	LF	63	69	4347
40		520101	BAR REINFORCING STEEL	LB	110	124	13646
41	P-F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	75,600	1	75600
42		566011	ROADSIDE SIGN ONE POST	EA	2	2151	4302
43		620100A	18" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE	LF	31	126	3906
44		705011	18" STEEL FLARED END SECTION	EA	1	485	485
45		709522	INLET DEPRESSIONS	EA	2	2026	4052
46		721015	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	CY	180	146	26280
47		721028	ROCK SLOPE PROTECTION (NO. 2, METHOD B)	CY	24	226	5424
48		729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SY	300	11	3300
49		750030	INLET FRAME AND GRATE	EA	2	1465	2930
50		810111	SURVEY MONUMENT (TYPE A)	EA	4	1137	4548
51		832006	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	25	20	500
52		839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1	6651	6651
53		839738	CALIFORNIA ST-30 BRIDGE RAIL	LF	308	200	61600



54		840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	630	150	945
55		999990	MOBILIZATION	LS	1	170,000	170,000
CONSTRUCTION TOTAL IN FIGURES				\$1,531,348.84			
CONSTRUCTION TOTAL IN WORDS				one million five hundred			

thirty one thousand three hundred forty eight and eighty four 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: 2.28.17

By Hank Winton  
Chair, Board of Supervisors

Date: 2/7/17

By MA Jaramila  
Contractor

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

License No. 1011836

Federal Employer Identification

Number 47-3953559

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

Aleona Barrat  
Attorney, County of Nevada

Approved Effective 2/28/2017