

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works *MLM*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE June 30, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award Contract to Granite Construction Company of Stockton, California, for the Ladd Road at McHenry Avenue Intersection Improvement Project

STAFF RECOMMENDATIONS:

1. Award contract in the amount of \$1,484,554.70 to Granite Construction Company of Stockton, California, for the construction of the Ladd Road at McHenry Avenue Intersection Improvement Project.
2. Authorize the Director of Public Works to execute a contract with Granite Construction Company for \$1,484,554.70 and to sign necessary documents.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project in the amount of \$1,753,009.70 (\$1,484,554.70 contract, \$268,455 Construction Engineering, which includes quality assurance, materials testing, and contingencies) will be satisfied with funds available from Regional Transportation Impact Fees (RTIF). There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2009-449

On motion of Supervisor O'Brien, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award Contract to Granite Construction Company of Stockton, California,
for the Ladd Road at McHenry Avenue Intersection Improvement Project
Page 2

4. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142.
5. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.

DISCUSSION:

In June 2004, the Board of Supervisors awarded a contract to Wood Rodgers for engineering, environmental, and right-of-way acquisition services for the Ladd Road at McHenry Avenue intersection improvements. The intersection improvements include the addition of travel lanes and traffic signals in all four directions.

In July 2007, a Notice of Determination was filed with the County Clerk Recorder's Office that the McHenry Avenue at Ladd Road Project was in compliance with Section 21108 or 21152 of the Public Resource Code and the Mitigated Negative Declaration document pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15074(B) was adopted.

On June 30, 2008, the Design Division of the Department of Public Works certified that all necessary rights-of-way had been obtained to complete the project.

On April 21, 2009, the Board of Supervisors approved and adopted the plans and specifications for the Ladd Road at McHenry Avenue Intersection Project and directed the Clerk to publish the notice inviting bids.

On May 20, 2009, six sealed bids were received, publicly read and opened. A summary of the bids follows:

CONTRACTOR	BID
Granite Construction Company	\$1,484,554.70
DSS Company dba Knife River	\$1,488,631.61
Bay Cities Paving and Grading	\$1,516,113.46
George Reed, Inc.	\$1,523,862.00
Top Grade Construction	\$1,568,490.00
Teichert Construction	\$1,719,860.30

Approval to Award Contract to Granite Construction Company of Stockton, California,
for the Ladd Road at McHenry Avenue Intersection Improvement Project
Page 3

The engineer's estimate for the budget of the project is \$2,432,095.35. Due to recent declines in material costs and the increased level of competitive bidding for public construction contracts, the engineer's estimate was easily met. The Department of Public Works requests that the Board of Supervisors award the contract to the lowest bidder, Granite Construction Company, in the amount of \$1,484,554.70.

Construction is scheduled to begin in mid-July and be completed by late November 2009.

POLICY ISSUES:

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system.

STAFFING IMPACT:

There is no staffing impact associated with this item.

**AUDITOR-CONTROLLER
BUDGET JOURNAL**



Balance Type
 Category
 Source
 Currency
 Budget Name

Batch Name BO#

Journal Name
 Journal description

Period

Organization

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	1102	40310	63280	9709	0	0.0	1,753,009.70				
2	1102	40310	63280		0	0.0		1,753,009.70			
3	1102	40310	46615		0	0.0	1,753,009.70				
4	1102	40310	46615	9709	0	0.0		1,753,009.70			
5						0					
6						.0					
7						.0					
8						.0					
9						.0					
10						.0					
11						.0					
12						.0					
13						.0					
14						.0					
15						.0					
16						.0					
17						.0					
18						.0					
19						.0					
20						.0					
21						.0					
22						.0					
23						.0					
24						.0					
25						.0					
Totals								3,506,019.40	3,506,019.40		

Transfer Budget to Ladd Road @ McHenry Ave Intersection Improvement Project

Requesting Department
 Sharon Andrews
 Signature
 Date

CEO

 Signature
 Date

Auditors Office Only

 Prepared By
 Date

Contact Person & Phone Number

**AUDITOR-CONTROLLER
STANDARD JOURNAL VOUCHER**



BATCH SCREEN

Batch:
 Period:
 Description:

JOURNAL SCREEN

Journal:
 Category:
 Balance Type: A = Actual or E = Encumbrance
 Description:
 Control Total:

Line	Coding Structure						Debit	Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6			
1	2400	61270	85850	0	0	0.0	1,753,009.70		RTIF
2	1102	40310	46615	9709	0	0.0		1,753,009.70	Ladd @ McHenry
3						0			
4						.0			
5						.0			
6						.0			
7						.0			
8						.0			
9						.0			
10						.0			
11						.0			
12						.0			
13						.0			
14						.0			
15						.0			
16						.0			
17						.0			
18						.0			
19						.0			
20						.0			
21						.0			
22						.0			
23						.0			
24						.0			
25						.0			
26						.0			
27						.0			
Totals							1,753,009.70	1,753,009.70	

Explanation: Transfer funds from RTIF to Ladd Road @ McHenry Ave Intersection Improvement Project

Departments Outside Auditors' Office		Auditors Office Only	
SHARON ANDREWS			
Prepared by	Supervisor's Approval	Prepared By	Admin Approval (\$75K+)
6/15/09	6/15/09		6/16/09
Date	Date	Date	Date

AGREEMENT

THIS AGREEMENT, dated this **30th** day of **June, 2009**, by and between **Granite Construction Company** whose place of business is located at **10500 S. Harlan Road, French Camp, California, 95231** ("Contractor"), and the COUNTY OF STANISLAUS ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. _____ adopted on the **30th** day of **June, 2009**, awarded to Contractor the following Contract:

CONTRACT NUMBER 2009-2

LADD ROAD AT MCHENRY AVENUE INTERSECTION IMPROVEMENT PROJECT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Architect/Engineer and Project Manager

- 2.1 **Wood Rodgers** designed the Project and furnished the Plans and Specifications. **Wood Rodgers** shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated **Construction Administration** as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.
- 2.3 The County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time

Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout 90 Working Days from the date when the Contract Time commences to run as provided in General Conditions.

3.2 Liquidated Damages

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay County:

- 3.2.1 Two Thousand Five Hundred dollars (\$2,500.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

- 3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

- 4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

- 6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

- Notice of Award
- Agreement
- Notice to Proceed
- Special Provisions
- Construction Performance Bond
- Construction Labor and Material Payment Bond
- General Conditions
- Supplementary General Conditions
- Addenda
- Construction Details
- Drawings
- Encroachment Permit **[If applicable]**

- 6.2 There are no Contract Documents other than those listed in this Document, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in General Conditions.

Article 7. Indemnity

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone

directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

Article 8. Miscellaneous

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Provisions, Section 1: SPECIFICATIONS AND PLANS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).

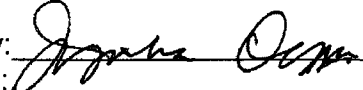
- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in General Conditions, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

COUNTY OF STANISLAUS

GRANITE CONSTRUCTION COMPANY

By: _____
Matthew Machado, Director of Public Works

By:  _____
Its: Jigisha Desai, Vice President
Title (If Corporation: Chairman, President or Vice President)

APPROVED AS TO FORM
JOHN P. DOERING, County Counsel

By:  _____
Thomas E. Boze, Deputy County Counsel

By:  _____
Its: John A. Franich, Assistant Secretary
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

COUNTY RESOLUTION NO. _____

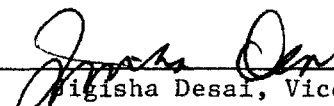
END OF DOCUMENT

**CONTRACTOR'S BID SHEET
FOR
LADD ROAD AT MCHENRY AVENUE INTERSECTION
IMPROVEMENT PROJECT**

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	Prepare Storm Water Pollution Prevention Plan	1	Lump Sum (LS)	2,500 ⁰⁰	2,500 ⁰⁰
2	Water Pollution Control	1	LS	1,000 ⁰⁰	1,000 ⁰⁰
3	Traffic Control System	1	LS	55,000 ⁰⁰	55,000 ⁰⁰
4	Portable Changeable Message Sign	4	EA	2,500 ⁰⁰	10,000 ⁰⁰
5	Remove Traffic Stripe	3,269	LF	2 ⁵⁰	8,172 ⁵⁰
6	Remove Roadside Sign	11	EA	250 ⁰⁰	2,750 ⁰⁰
7	Reset Roadside Sign	7	EA	175 ⁰⁰	1,225 ⁰⁰
8	Cold Plane Asphalt Concrete Pavement	173	SF	5 ⁰⁰	865 ⁰⁰
9	Clearing and Grubbing	1	LS	5,500 ⁰⁰	5,500 ⁰⁰
10	Roadway Excavation	4,245	CY	25 ⁰⁰	106,125 ⁰⁰
11	Shoulder Backing	71	CY	40 ⁰⁰	2,840 ⁰⁰
12	Class 2 Aggregate Base	5,678	CY	35 ⁰⁰	198,730 ⁰⁰
13	Asphalt Concrete (Type A)	8,522	TONS	63 ⁰⁰	536,886 ⁰⁰
14	Place Asphalt Concrete Dike (Type A)	425	LF	5 ⁰⁰	2,125 ⁰⁰
15	Place Asphalt Concrete Dike (Type E)	204	LF	5 ⁰⁰	1,020 ⁰⁰
16	Roadside Sign	16	EA	225 ⁰⁰	3,600 ⁰⁰
17	18" Plastic Pipe (HDPE)	1,638	LF	40 ⁰⁰	65,520 ⁰⁰

18	48" Perforated Horizontal Drain (HDPE)	600	LF	130 ⁰⁰	78,000 ⁰⁰
19	48" Storm Drain Manhole	4	EA	2,500 ⁰⁰	10,000 ⁰⁰
20	60" Storm Drain Manhole	2	EA	3,600 ⁰⁰	7,200 ⁰⁰
21	Rock Slope Protection Backing No. 2	118	CY	50 ⁰⁰	5,900 ⁰⁰
22	Rock Slope Protection Fabric	118	SY	4 ⁰⁰	472 ⁰⁰
23	Minor Concrete (Curb and Gutter)	3,717	LF	13 ⁰⁰	48,321 ⁰⁰
24	Minor Concrete (Driveway)	12	CY	350 ⁰⁰	4,200 ⁰⁰
25	Minor Concrete (Curb Ramp and Sidewalk)	23	CY	380 ⁰⁰	8,740 ⁰⁰
26	G.O. Catch Basin	9	EA	1,800 ⁰⁰	16,200 ⁰⁰
27	Thermoplastic Traffic Stripe (Detail 9)	1,722	LF	0 ³⁰	516.60
28	Thermoplastic Traffic Stripe (Detail 19)	336	LF	0 ⁸⁰	268.80
29	Thermoplastic Traffic Stripe (Detail 22)	1,164	LF	0 ⁸⁰	931.20
30	Thermoplastic Traffic Stripe (Detail 27B)	6,433	LF	0 ⁵⁰	3,216.50
31	Thermoplastic Traffic Stripe (Detail 29)	870	LF	0 ⁸⁰	696.00
32	Thermoplastic Traffic Stripe (Detail 38)	1,220	LF	0 ⁸⁰	976.00
33	Thermoplastic Traffic Stripe (4" Yellow)	254	LF	1 ⁰⁰	254 ⁰⁰
34	Thermoplastic Pavement Marking	1,865	SF	3 ⁸⁰	7,087 ⁰⁰

35	Paint Traffic Stripe (2 Coat - Detail 19)	336	LF	0 ⁴⁵	151 ²⁰
36	Paint Traffic Stripe (2 Coat - Detail 22)	1,892	LF	0 ⁴⁵	851 ⁴⁰
37	Paint Traffic Stripe (2 Coat - Detail 27B)	610	LF	0 ²⁵	152 ⁵⁰
38	Paint Pavement Marking (2 Coat)	126	SF	2 ⁰⁰	252 ⁰⁰
39	Pavement Marker (Retroreflective)	420	EA	3 ⁵⁰	1,470 ⁰⁰
40	Signal and Lighting	1	LS	189,000 ⁰⁰	189,000 ⁰⁰
41	Mobilization	1	LS	60,000 ⁰⁰	60,000 ⁰⁰
42	4'x6' Rock Ditch Drain	1,024	LF	35 ⁰⁰	35,840 ⁰⁰
TOTAL					1,484,534 ²⁰

(SIGNED)  Date: May 20, 2009
 Jagisha Desai, Vice President

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

**STANISLAUS COUNTY PUBLIC WORKS
ENGINEERING DIVISION
1716 MORGAN ROAD
MODESTO, CA 95358**

BOARD OF SUPERVISORS

2009 JUL 22 P 2 19

TRANSMITTAL

Date: July 20, 2009
To: Suzi Seibert, Assistant Clerk of the Board
Re: Attachment for Item *C-1, June 30, 2009
Ladd Road at McHenry Avenue Intersection Improvement Project
From: Linda Allsop, Public Works at Morgan Road
209-525-4157

Hi Suzi:

Attached are the following:

- Attachment for Board Item - Agreement with Granite Construction Company
- Bid Results
- Submitted Bids

Have a good day!

AGREEMENT

THIS AGREEMENT, dated this **30th** day of **June, 2009**, by and between **Granite Construction Company** whose place of business is located at **10500 S. Harlan Road, French Camp, California, 95231** ("Contractor"), and the COUNTY OF STANISLAUS ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. 2009-449 adopted on the **30th** day of **June, 2009**, awarded to Contractor the following Contract:

CONTRACT NUMBER 2009-2

LADD ROAD AT MCHENRY AVENUE INTERSECTION IMPROVEMENT PROJECT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Architect/Engineer and Project Manager

- 2.1 **Wood Rodgers** designed the Project and furnished the Plans and Specifications. **Wood Rodgers** shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated **Construction Administration** as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.
- 2.3 The County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time

Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout 90 Working Days from the date when the Contract Time commences to run as provided in General Conditions.

3.2 Liquidated Damages

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay County:

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Article 4. Contract Sum

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Article 5. Contractor's Representations

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- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

- 6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Notice of Award
Agreement
Notice to Proceed
Special Provisions
Construction Performance Bond
Construction Labor and Material Payment Bond
General Conditions
Supplementary General Conditions
Addenda
Construction Details
Drawings
Encroachment Permit **[If applicable]**

- 6.2 There are no Contract Documents other than those listed in this Document, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in General Conditions.

Article 7. Indemnity

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone

directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

Article 8. Miscellaneous

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Provisions, Section 1: SPECIFICATIONS AND PLANS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).

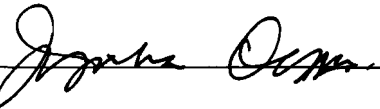
- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in General Conditions, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

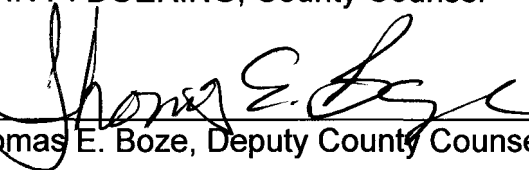
COUNTY OF STANISLAUS

GRANITE CONSTRUCTION COMPANY

By: 
Matthew Machado, Director of Public Works

By: 
Its: Jigisha Desai, Vice President
Title (If Corporation: Chairman, President or Vice President)

APPROVED AS TO FORM
JOHN P. DOERING, County Counsel

By: 
Thomas E. Boze, Deputy County Counsel

By: 
Its: John A. Franich, Assistant Secretary
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

COUNTY RESOLUTION NO. 2009-449

END OF DOCUMENT

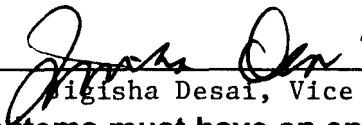
**CONTRACTOR'S BID SHEET
FOR
LADD ROAD AT MCHENRY AVENUE INTERSECTION
IMPROVEMENT PROJECT**

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	Prepare Storm Water Pollution Prevention Plan	1	Lump Sum (LS)	2,500 ⁰⁰	2,500 ⁰⁰
2	Water Pollution Control	1	LS	1,000 ⁰⁰	1,000 ⁰⁰
3	Traffic Control System	1	LS	55,000 ⁰⁰	55,000 ⁰⁰
4	Portable Changeable Message Sign	4	EA	2,500 ⁰⁰	10,000 ⁰⁰
5	Remove Traffic Stripe	3,269	LF	2 ⁵⁰	8,172 ⁵⁰
6	Remove Roadside Sign	11	EA	250 ⁰⁰	2,750 ⁰⁰
7	Reset Roadside Sign	7	EA	175 ⁰⁰	1,225 ⁰⁰
8	Cold Plane Asphalt Concrete Pavement	173	SF	5 ⁰⁰	865 ⁰⁰
9	Clearing and Grubbing	1	LS	5,500 ⁰⁰	5,500 ⁰⁰
10	Roadway Excavation	4,245	CY	25 ⁰⁰	106,125 ⁰⁰
11	Shoulder Backing	71	CY	40 ⁰⁰	2,840 ⁰⁰
12	Class 2 Aggregate Base	5,678	CY	35 ⁰⁰	198,730 ⁰⁰
13	Asphalt Concrete (Type A)	8,522	TONS	63 ⁰⁰	536,886 ⁰⁰
14	Place Asphalt Concrete Dike (Type A)	425	LF	5 ⁰⁰	2,125 ⁰⁰
15	Place Asphalt Concrete Dike (Type E)	204	LF	5 ⁰⁰	1,020 ⁰⁰
16	Roadside Sign	16	EA	225 ⁰⁰	3,600 ⁰⁰
17	18" Plastic Pipe (HDPE)	1,638	LF	40 ⁰⁰	65,520 ⁰⁰

18	48" Perforated Horizontal Drain (HDPE)	600	LF	130 ⁰⁰	78,000 ⁰⁰
19	48" Storm Drain Manhole	4	EA	2,500 ⁰⁰	10,000 ⁰⁰
20	60" Storm Drain Manhole	2	EA	3,600 ⁰⁰	7,200 ⁰⁰
21	Rock Slope Protection Backing No. 2	118	CY	50 ⁰⁰	5,900 ⁰⁰
22	Rock Slope Protection Fabric	118	SY	4 ⁰⁰	472 ⁰⁰
23	Minor Concrete (Curb and Gutter)	3,717	LF	13 ⁰⁰	48,321 ⁰⁰
24	Minor Concrete (Driveway)	12	CY	350 ⁰⁰	4,200 ⁰⁰
25	Minor Concrete (Curb Ramp and Sidewalk)	23	CY	380 ⁰⁰	8,740 ⁰⁰
26	G.O. Catch Basin	9	EA	1,800 ⁰⁰	16,200 ⁰⁰
27	Thermoplastic Traffic Stripe (Detail 9)	1,722	LF	0 ³⁰	516.60
28	Thermoplastic Traffic Stripe (Detail 19)	336	LF	0 ⁸⁰	268.80
29	Thermoplastic Traffic Stripe (Detail 22)	1,164	LF	0 ⁸⁰	931.20
30	Thermoplastic Traffic Stripe (Detail 27B)	6,433	LF	0 ⁵⁰	3,216.50
31	Thermoplastic Traffic Stripe (Detail 29)	870	LF	0 ⁸⁰	696.00
32	Thermoplastic Traffic Stripe (Detail 38)	1,220	LF	0 ⁸⁰	976.00
33	Thermoplastic Traffic Stripe (4" Yellow)	254	LF	1 ⁰⁰	254.00
34	Thermoplastic Pavement Marking	1,865	SF	3 ⁸⁰	7,087.00

35	Paint Traffic Stripe (2 Coat – Detail 19)	336	LF	0 ⁴⁵	151 ²⁰
36	Paint Traffic Stripe (2 Coat – Detail 22)	1,892	LF	0 ⁴⁵	851 ⁴⁰
37	Paint Traffic Stripe (2 Coat – Detail 27B)	610	LF	0 ²⁵	152 ⁵⁰
38	Paint Pavement Marking (2 Coat)	126	SF	2 ⁰⁰	252 ⁰⁰
39	Pavement Marker (Retroreflective)	420	EA	3 ⁵⁰	1,470 ⁰⁰
40	Signal and Lighting	1	LS	189,000 ⁰⁰	189,000 ⁰⁰
41	Mobilization	1	LS	60,000 ⁰⁰	60,000 ⁰⁰
42	4'x6' Rock Ditch Drain	1,024	LF	35 ⁰⁰	35,840 ⁰⁰
TOTAL					1,484,554 ²⁶

(SIGNED)


Jagdish Desai, Vice President

Date: May 20, 2009

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

PART II
BID PROPOSAL AND CONTRACT

FOR THE

LADD ROAD AT MCHENRY AVENUE INTERSECTION
IMPROVEMENT PROJECT

Approved by Stanislaus County Board of Supervisors: 4/21/09
Bid Opening Time and Date: 5/20/09; 2PM

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INFORMATION FOR BIDDERS

SECTION 1: DATE AND PLACE FOR OPENING PROPOSALS. Pursuant to the "Invitation to Bidders and Special Provisions", sealed proposals for performing the work will be received by the Clerk of the Board of Supervisors of the County of Stanislaus.

At the place and time set forth in said "Invitation to Bidders and Special Provisions", proposals will be publicly opened and read. The awarding of the agreement, if awarded, will be made by said Board of Supervisors as soon thereafter as practicable.

SECTION 2: PRINTED FORM OF PROPOSALS. All proposals must be made upon the blank proposal attached hereto, and must give the price data in figures, and must be signed by the bidder. In accordance with the directions in the proposal, in order to insure consideration the proposal must be enclosed in a return envelope furnished by the bidder, and plainly marked: "**Proposal for the Ladd Road at McHenry Avenue Intersection Improvement Project** and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10th Street, Ste. 6700, Modesto, California, 95354 **PRIOR TO 2 P.M., May 20, 2009.** No bid may be withdrawn within 60 days after time of opening.

SECTION 3: OMISSIONS AND DISCREPANCIES. Should a bidder find discrepancies in, or omissions from, the drawings or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer who may send a written instruction to all bidders.

SECTION 4: ACCEPTANCE OR REJECTION OF PROPOSALS. The Board of Supervisors reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal that is incomplete, obscure, or irregular may be rejected. Any proposal having erasures or corrections in the price sheet may be rejected. Any proposal that omits a bid on any one or more items in the price sheet may be rejected. Any proposal in which unit prices are obviously unbalanced may be rejected. Any proposal accompanied by an insufficient or irregular bidder's bond may be rejected. Any proposal that does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Board reserves the right to reject the proposal of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse his license number on the proposal. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse his address to which notices hereunder may be directed on the proposal.

A bidder may be deemed not to be responsible and his bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Board.

SECTION 5: CASH, CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND. All proposals shall be accompanied by cash, a certified check, certified to by a responsible bank or banker, a cashier's check on a bank, or a bidder's bond prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" in the amount of ten percent (10%) of the total bid, unless otherwise

specified. All such cash or checks will be returned to the respective bidder within ten (10) days after the proposals are opened, except those which the Board of Supervisors elects to hold until the successful bidder has executed the contract. Thereafter, all remaining cash or checks, including that of the successful bidder, will be returned within five (5) days.

SECTION 6: ACCEPTANCE OF PROPOSALS AND ITS EFFECT. Within 60 days after the opening of the proposals, the Board of Supervisors will act upon them. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Board of Supervisors and no other act of the Board of Supervisors shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract and to be responsible for liquidated damages, as provided in Paragraph 1.07. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Supervisors or its authorized designee.

SECTION 7: TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE. Any bidder whose proposal shall be accepted will be required to execute the contract within 15 days after the date that the contract documents are mailed to him by the Department of Public Works. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the proposal.

The damages to the County for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the cash, certified check, cashier's check or bidder's bond accompanying the proposal of such bidder shall be forfeited and applied by the Board of Supervisors as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted shall fail or refuse to execute the contract as accepted as hereinbefore provided, the Board of Supervisors may, at its option, determine that such bidder has abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and void and the County shall be entitled to liquidated damages as provided in the General Conditions. In such event, the Board of Supervisors may award the contract to the next low responsible bidder or bidders.

SECTION 8: DETERMINATION OF LOW BIDDER. Except where the Board of Supervisors exercises the right reserved herein to reject any or all proposals, the contract will be awarded by said Board to the responsible bidder who has submitted the lowest bid. Quantities are approximate, only being as a basis for the comparison of bids. The Board of Supervisors reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.

SECTION 9: TIME FOR BEGINNING AND COMPLETING THE WORK. The Contractor shall commence work as specified in Section 4 of the Invitation to Bidders and Special Provisions.

SECTION 10: PRICES. The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for completion of the work, except such as may be otherwise expressly provided in the contract documents.

SECTION 11: INTERPRETATION OF ADDENDA. Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Public Works Engineering, 1716 Morgan Road, Modesto, California 95358, fax 209-525-4188.

SECTION 12: RIGHT TO MAKE CORRECTIONS. The Engineer/Architect shall have the right to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications. The Contractor shall be responsible for calling apparent errors or omissions to the attention of the Engineer/Architect for his corrections and/or interpretation. The Contractor shall not take advantage of said apparent errors or omissions.

SECTION 13: SUBSTITUTIONS OF SECURITIES FOR WITHHELD PAYMENTS. Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to Section 2.1 of the "Agreement for Independent Contractor Services" without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies that would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

STANISLAUS COUNTY PUBLIC WORKS

LADD ROAD AT MCHENRY AVENUE INTERSECTION IMPROVEMENTS

Bid Opening: May 20, 2009

AS READ

ENGINEER'S ESTIMATE: \$2,432,095.35

No.	Contractor	Address	Total	Subcontractors	Trade
1	Granite Construction Company	P.O. Box 50085 Watsonville, CA 95077	\$1,484,554.70	Chrisp Company	Striping and Signing
				Pacific Excavation	Signals
				Northstar Eng.	Staking
2	DSS Company (dba Knife River Construction)	655 W. Clay Street Stockton, CA 95206	\$1,488,631.61	Chrisp Company	Striping and Signing
				Pacific Excavation	Signals
3	Bay Cities Paving & Grading Inc.	5029 Forni Drive Concord, CA 94520	\$1,516,113.46	Chrisp Company	Striping and Signing
				Vanguard Const.	Concrete
				Pacific Excavation	Signals
				CVT Trucking	Trucking
				DA Wood Const	Storm Drain
4	George Reed, Inc.	P.O. Box 4760 Modesto, CA 95352	\$1,523,862.00	Chrisp Company	Striping and Signing
				AAW Const	Underground
				Pacific Excavation	Electrical
5	Top Grade Construction	315 Fyffe Avenue, Suite G Stockton, CA 95203	\$1,568,490.00	Chrisp Company	Striping and Signing
				Vanguard Const.	Concrete
				Pacific Excavation	Electrical
				AAW Const	Underground
6	Teichert Construction	835 South Kilroy Road Turlock, CA 95380	\$1,719,860.30	Chrisp Company	Striping and Signing
				WC Maloney	Clearing
				Pacific Excavation	Electrical

PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

LADD ROAD AT MCHENRY AVENUE INTERSECTION IMPROVEMENT PROJECT

NAME OF BIDDER GRANITE CONSTRUCTION COMPANY

BUSINESS P.O. BOX P.O. Box 50085

CITY, STATE, ZIP Watsonville, CA 95077

BUSINESS STREET ADDRESS 585 West Beach Street
(Please include even if P.O. Box used)

CITY, STATE, ZIP Watsonville, CA 95076

TELEPHONE NO: AREA CODE () 831 724-1011

FAX NO: AREA CODE () 831 768-4021

CONTRACTOR LICENSE NO. 89

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, 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.

The plans and specifications for the work to be done were adopted by the Board of Supervisors on **4/21/09**, and are entitled:

**COUNTY OF STANISLAUS, DEPARTMENT OF PUBLIC WORKS
INVITATION TO BIDDERS AND SPECIAL PROVISIONS; PLANS FOR THE CONSTRUCTION
OF THE
LADD ROAD AT MCHENRY AVENUE INTERSECTION IMPROVEMENT PROJECT**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) Decimal Errors. If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the COUNTY OF STANISLAUS' Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cent symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the COUNTY OF STANISLAUS, and that discretion will be exercised in the manner deemed by the COUNTY OF STANISLAUS to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF STANISLAUS respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this proposal shall be a bidder's bond issued by a California admitted surety, or certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal as a form of bidder's security.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the COUNTY OF STANISLAUS, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF STANISLAUS, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

INSURANCE REQUIREMENTS

Your insurance agent must thoroughly review the contract specifications before he issues the Certificate of Insurance.

Insurance Requirements.

1. At or before the date specified in the Instructions to Bidders, Contractor shall furnish to County satisfactory proof that Contractor has in force continuously for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:
 - a. Comprehensive or Commercial General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall not be less than **[\$3,000,000]** each occurrence, **[\$3,000,000]** general aggregate limit, and **[\$3,000,000]** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 - b. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$1,000,000]** each person Bodily Injury, **[\$1,000,000]** each occurrence Bodily Injury and **[\$1,000,000]** each occurrence Property Damage (or **[\$1,000,000]** combined single limit, each accident).
 - c. Workers' Compensation and Employer's Liability Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.
2. All policies of insurance shall be placed with insurers acceptable to County. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County.
3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either:

(a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

4. Required Endorsements: The policies required herein shall be endorsed, in a form and manner acceptable to County, as follows:
 - a. Name County of Stanislaus, its Board of Supervisors and their employees, representatives, consultants (including without limitation Engineer), and agents, as additional insureds, but only with respect to liability arising out of the activities of the named insured.
 - b. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required herein.
 - c. Insurance shall be primary and no other insurance or self-insured retention carried or held by County shall be called upon to contribute to a loss covered by insurance for the named insured.
 - d. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against County and all additional insureds, as well as other insurance carriers for the Work.
5. Declarations Pages Required. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy under Sections A.1 and A.2 above. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.
6. Certificates of insurance and endorsements shall have clearly typed thereon County Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to County, (Attention: Department of Public Works), 30 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon County's request, Contractor shall submit to County, within 30 Days, copies of the actual insurance policies or renewals or replacements.

7. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, County may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
8. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from County under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from County, County may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If County is compelled to pay compensation, County may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse County.
9. Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
10. Except that Subcontractors need obtain only \$1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to County within ten Days of County's request.
11. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
 - a. Each Professional shall maintain the following insurance at its sole cost and expense:
 - i. Provided such insurance is customarily required by County when professionals engaged in the profession practiced by Professional directly contract with County, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.
 - ii. All insurance required to be held by Contractor as described above. Professional shall satisfy all provisions herein relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) and declarations pages before commencing work on the Project.

12. If required by County, Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance in a form, with limits, and from an insuring entity reasonably satisfactory to County.

BID DOCUMENTS REQUIRED AT BID OPENING

It is required that the following documents must be completed, signed, and submitted with the Proposal at bid opening.

Contractor's Bid Sheet
Addendum Sheet
Subcontractor List
Equal Employment Opportunity Certification
Public Contract Code
Noncollusion Affidavit
Non-Discrimination of the Handicapped
Debarment and Suspension Certification
Proposal Signature Sheet
Bidder's Bond

It is recommended that the following document be submitted at bid opening.

W-9 Form

Note: The above forms and documents must be completed and submitted with your bid for your bid to be accepted as complete at the bid opening. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.

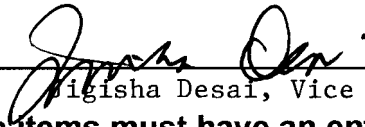
**CONTRACTOR'S BID SHEET
FOR
LADD ROAD AT MCHENRY AVENUE INTERSECTION
IMPROVEMENT PROJECT**

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	Prepare Storm Water Pollution Prevention Plan	1	Lump Sum (LS)	2,500 ⁰⁰	2,500 ⁰⁰
2	Water Pollution Control	1	LS	1,000 ⁰⁰	1,000 ⁰⁰
3	Traffic Control System	1	LS	55,000 ⁰⁰	55,000 ⁰⁰
4	Portable Changeable Message Sign	4	EA	2,500 ⁰⁰	10,000 ⁰⁰
5	Remove Traffic Stripe	3,269	LF	2 ⁵⁰	6,538 ⁵⁰
6	Remove Roadside Sign	11	EA	250 ⁰⁰	2,750 ⁰⁰
7	Reset Roadside Sign	7	EA	175 ⁰⁰	1,225 ⁰⁰
8	Cold Plane Asphalt Concrete Pavement	173	SF	5 ⁰⁰	865 ⁰⁰
9	Clearing and Grubbing	1	LS	5,500 ⁰⁰	5,500 ⁰⁰
10	Roadway Excavation	4,245	CY	25 ⁰⁰	106,125 ⁰⁰
11	Shoulder Backing	71	CY	40 ⁰⁰	2,840 ⁰⁰
12	Class 2 Aggregate Base	5,678	CY	35 ⁰⁰	198,730 ⁰⁰
13	Asphalt Concrete (Type A)	8,522	TONS	63 ⁰⁰	536,886 ⁰⁰
14	Place Asphalt Concrete Dike (Type A)	425	LF	5 ⁰⁰	2,125 ⁰⁰
15	Place Asphalt Concrete Dike (Type E)	204	LF	5 ⁰⁰	1,020 ⁰⁰
16	Roadside Sign	16	EA	225 ⁰⁰	3,600 ⁰⁰
17	18" Plastic Pipe (HDPE)	1,638	LF	40 ⁰⁰	65,520 ⁰⁰

18	48" Perforated Horizontal Drain (HDPE)	600	LF	130 ⁰⁰	78,000 ⁰⁰
19	48" Storm Drain Manhole	4	EA	2,500 ⁰⁰	10,000 ⁰⁰
20	60" Storm Drain Manhole	2	EA	3,600 ⁰⁰	7,200 ⁰⁰
21	Rock Slope Protection Backing No. 2	118	CY	50 ⁰⁰	5,900 ⁰⁰
22	Rock Slope Protection Fabric	118	SY	4 ⁰⁰	472 ⁰⁰
23	Minor Concrete (Curb and Gutter)	3,717	LF	13 ⁰⁰	48,321 ⁰⁰
24	Minor Concrete (Driveway)	12	CY	350 ⁰⁰	4,200 ⁰⁰
25	Minor Concrete (Curb Ramp and Sidewalk)	23	CY	380 ⁰⁰	8,740 ⁰⁰
26	G.O. Catch Basin	9	EA	1,800 ⁰⁰	16,200 ⁰⁰
27	Thermoplastic Traffic Stripe (Detail 9)	1,722	LF	0 ³⁰	516.60
28	Thermoplastic Traffic Stripe (Detail 19)	336	LF	0 ⁸⁰	268.80
29	Thermoplastic Traffic Stripe (Detail 22)	1,164	LF	0 ⁸⁰	931.20
30	Thermoplastic Traffic Stripe (Detail 27B)	6,433	LF	0 ⁵⁰	3,216.50
31	Thermoplastic Traffic Stripe (Detail 29)	870	LF	0 ⁸⁰	696 ⁰⁰
32	Thermoplastic Traffic Stripe (Detail 38)	1,220	LF	0 ⁸⁰	976 ⁰⁰
33	Thermoplastic Traffic Stripe (4" Yellow)	254	LF	1 ⁰⁰	254 ⁰⁰
34	Thermoplastic Pavement Marking	1,865	SF	3 ⁸⁰	7,087 ⁰⁰

35	Paint Traffic Stripe (2 Coat – Detail 19)	336	LF	0 ⁴⁵	151 ²⁰
36	Paint Traffic Stripe (2 Coat – Detail 22)	1,892	LF	0 ⁴⁵	851 ⁴⁰
37	Paint Traffic Stripe (2 Coat – Detail 27B)	610	LF	0 ²⁵	152 ⁵⁰
38	Paint Pavement Marking (2 Coat)	126	SF	2 ⁰⁰	252 ⁰⁰
39	Pavement Marker (Retroreflective)	420	EA	3 ⁵⁰	1,470 ⁰⁰
40	Signal and Lighting	1	LS	189,000 ⁰⁰	189,000 ⁰⁰
41	Mobilization	1	LS	60,000 ⁰⁰	60,000 ⁰⁰
42	4'x6' Rock Ditch Drain	1,024	LF	35 ⁰⁰	35,840 ⁰⁰
TOTAL					1,484,554 ²⁰

(SIGNED)



Date: May 20, 2009

Jyoti Desai, Vice President

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

**ADDENDUM SHEET
FOR
LADD ROAD AT MCHENRY AVENUE INTERSECTION
IMPROVEMENT PROJECT**

ADDENDUM NO. 1 DATED 4/30/09 DATE RECEIVED 4/30/09 INITIALS JW
ADDENDUM NO. 2 DATED 5/8/09 DATE RECEIVED 5/8/09 INITIALS JW
ADDENDUM NO. 3 DATED 5/15/09 DATE RECEIVED 5/15/09 INITIALS JW
ADDENDUM NO. 4 DATED 5/18/09 DATE RECEIVED 5/18/09 INITIALS JW
ADDENDUM NO. DATED DATE RECEIVED INITIALS

CONTRACTOR GRANITE CONSTRUCTION COMPANY

ADDRESS 585 West Beach Street

Watsonville, CA 95076

PHONE (831) 724-1011 FAX (831) 768-4021

(SIGNED) Jugisha Desai Date: May 20, 2009
Jugisha Desai, Vice President


Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

SUBCONTRACTORS LIST

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

	Subcontractor	Business Address	Description of Portion of Work Subcontracted
1	CHRISP COMPANY	STOCKTON, CA	SIGNS & STRIPING
2	PREMIER ENGS. ^{RC}	TURLOCK, CA ^{P.C.}	STAKING ^{RC}
3	PACIFIC EXCAVATION	ELIC GROVE, CA	SIGNAL
4	NOVASTAR ENGINEERING	MODESTO, CA	STAKING
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

GRANITE CONSTRUCTION COMPANY

(SIGNED)  / Vice President Date: May 20, 2009

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.


EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder GRANITE CONSTRUCTION COMPANY, proposed subcontractor _____, hereby certifies that he has x, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(SIGNED)  Jigisha Desai,
/Vice President Date: May 20, 2009

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

PUBLIC CONTRACT CODE
Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

(SIGNED) _____ Date: May 20, 2009
Jigisha Desai, Vice President

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

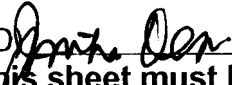
Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

* GRANITE CONSTRUCTION COMPANY TO THE COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

Jigisha Desai, being duly sworn, deposes and says that he or she is
Vice President, of _____*_____ the party making the foregoing bid that
the bid is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation; that the bid is
genuine and not collusive or sham; that the bidder has not directly or indirectly
induced or solicited any other bidder to put in a false or sham bid, and has not
directly or indirectly colluded, conspired, connived, or agreed with any bidder or
anyone else to put in a sham bid, or that anyone shall refrain from bidding; that
the bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price of the bidder or
any other bidder, or to fix any overhead, profit, or cost element of the bid price, or
of that of any other bidder, or to secure any advantage against the public body
awarding the contract of anyone interested in the proposed contract, that all
statements contained in the bid are true; and, further, that the bidder has not,
directly or indirectly, submitted his or her bid price or any breakdown thereof, or
the contents thereof, or divulged information or data relative thereto, or paid, and
will not pay, any fee to any corporation, partnership, company association,
organization, bid depository, or to any member or agent thereof to effectuate a
collusive or sham bid.

** See Attached Jurat **

Jigisha Desai,
(SIGNED)  /Vice President Date: May 20, 2009
**Note: This sheet must be completed and submitted with your bid for your
bid to be accepted as complete.**

STANISLAUS COUNTY

NON-DISCRIMINATION OF THE HANDICAPPED

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of Stanislaus County that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs and meetings open to the public to people with disabilities.

In this regard, County and all of its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

Certification

Each agency, organization, or person seeking a bid, contract or agreement with Stanislaus County shall sign a certification of compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

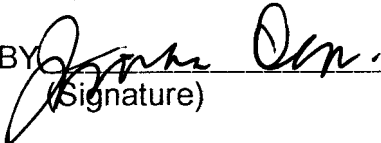
CERTIFICATION OF BIDDER REGARDING
NON-DISCRIMINATION OF THE HANDICAPPED

The bidder hereby certifies that he/she is in compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap discrimination and participation.

NAME OF BIDDER GRANITE CONSTRUCTION COMPANY

BUSINESS ADDRESS 585 West Beach Street TEL. 831 724-1011

CITY, STATE, ZIP CODE Watsonville, CA 95076

BY  Jigisha Desai TITLE Vice President
(Signature)

DATED May 20, 2009

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

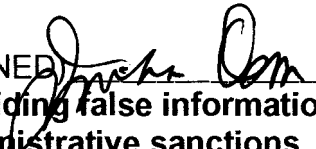
The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

No Exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

(SIGNED)  Jigisha Desai,
/Vice President Date: May 20, 2009
Providing false information may result in criminal prosecution or administrative sanctions.

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.