THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

/ / ACTION AGENDA SUMN	···· ·
DEPT: Public Works	BOARD AGENDA #_ ^{*C-1}
Urgent Routine	AGENDA DATE June 8, 2010
CEO Concurs with Recommendation YES NO (Information Attached)	4/5 Vote Required YES ☐ NO ■
SUBJECT:	
Approval to Award the Construction Contract for the Carp at Robertson Road Traffic Signals, Federal Aid Project Watsonville, CA	•
STAFF RECOMMENDATIONS:	
 Approve the conditional award of the contract in the am Watsonville, CA for the construction of the Carpenter R Robertson Road Traffic Signals, Federal Aid Project No appropriate insurance and bonds. 	load at Beverly Drive and Carpenter Road at
Authorize the Director of Public Works to execute a cor \$1,236,473.65 and to sign necessary documents.	ntract with Granite Construction, for
	(Continued on Page 2)
FISCAL IMPACT:	
Costs associated to assure the delivery of this project in \$115,340 for quality assurance, inspection, and material contingencies) will be satisfied with \$1,366,675 America \$108,787 in Proposition 1B funds. There will be no impact	s testing; \$123,648 contract change orders and n Reinvestment and Recovery Act (ARRA) and
BOARD ACTION AS FOLLOWS:	No. 2010-361
On motion of SupervisorDeMartini, Sec and approved by the following vote,	
Aves: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, a	and Chairman Grover
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 the Construction Contract for the Carpenter Road at Beverly Drive and Carpenter Road at Robertson Road Traffic Signals, Federal Aid Project No. ESPL-5938(166) to Granite Construction, Watsonville, CA

STAFF RECOMMENDATIONS (Continued):

- 3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.
- 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.
- 6. Authorize the Construction Manager to issue a Notice to Proceed contingent upon receipt of proper insurance and bonds.

DISCUSSION:

This project consists of the installation of traffic signals at the two intersections, Carpenter Road at Beverly Drive and Carpenter Road at Robertson Road. Both intersections are currently four-legged intersections with a four-way stop. Improvements are needed to improve safety at the intersections and to accommodate additional traffic related to general growth in the region.

On January 7, 2003, the Board of Supervisors awarded a consulting engineering contract to Associated Engineering Group, Inc. for the design of the Carpenter Road Traffic Signals Project. Associated Engineering Group, Inc. has completed the design for this project.

Right-of-way acquisition negotiations began in February 2003 and continued through December 2006 for this improvement project. Right-of-way was acquired on six separate properties at a total cost of \$24,625.

This project is exempt from the California Environmental Quality Act (CEQA) under Title 14, Section 15302 (Replace/Reconstruct) of the California Code of Regulations and California Public Resource Code 21080(b)(10) (Increased Service, Existing R-O-W). The notice of exemption for CEQA was filed with the Clerk of the Board on September 05, 2008.

National Environmental Protection Act (NEPA) clearance was obtained under Federal aid number STPL-5938(120) on August 19, 2008 and revalidated under Federal number ESPL-5938(166) on May 05, 2009. The project was found to have minimal environmental impact and a Categorical Exclusion was obtained.

Approval to Award the Construction Contract for the Carpenter Road at Beverly Drive and Carpenter Road at Robertson Road Traffic Signals, Federal Aid Project No. ESPL-5938(166) to Granite Construction, Watsonville, CA

This project was originally funded with 88.53% Regional Surface Transportation Program (RSTP) and 11.47% local funds, but with the passage of the American Recovery and Reinvestment Act, Department of Public Works staff was able to obtain additional Federal funding for a total of \$1,366,675. Public Works will attempt to obtain additional Federal funds through the post-programming process to fully fund the project. If this is unsuccessful, Public Works will utilize Proposition 1B funds for the remaining \$108,787

On November 04, 2008, the Board of Supervisors approved and adopted the plans and specifications for the Carpenter Road at Beverly Drive and Carpenter Road at Robertson Road Traffic Signals, Federal Aid Project No. ESPL-5938(166) and directed the Public Works staff to publish and mail the notice inviting bids.

On April 28, 2010, four sealed bids were received, publicly read and opened. A summary of the bids follows:

CONTRACTOR	BID
Granite Construction	\$1,236,473.65
George Reed, Inc.	\$1,265,718.10
Teichert Construction	\$1,296,085.40
Kniferiver Construction	\$1,320,632.90

The engineer's estimate for the budget of the project is \$1,334,771.90. The lowest bid is 7.36% below the engineer's estimate.

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. Furthermore, the Board should decide if it should authorize the Director of Public Works to issue change orders in accordance with Public Contract Code, Section 20142.

Approval to Award the Construction Contract for the Carpenter Road at Beverly Drive and Carpenter Road at Robertson Road Traffic Signals, Federal Aid Project No. ESPL-5938(166) to Granite Construction, Watsonville, CA

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-6550.

AM:jg L:\ROADS\9415 - CARP-BEVERLY-ROBERTSON SIGNALS\ADMIN\BOS ITEMS\AWARD PROCESS\AWARD CONSTRUCTION CONTRACT - 06-08-10.BOS2

AUDITOR-CONTROLLER BUDGET JOURNAL

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Sharon Andrews
Signature
Signature
Date
Signature
Date
Auditors Office Only

Auditors Office Only

Prepared By Admin Approval (\$75K+)

5/27/10
Date
Date
Date

Contact Person & Phone Number



COUNTY OF STANISLAUS

THIS AGREEMENT, dated this 8th day of June, 2010, by and between GRANITE CONSTRUCTION COMPANY, whose place of business is located at 585 W. Beach Street, Watsonville, California, 95076 ("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 8th day of June, 2010 awarded to Contractor the following Contract:

CONTRACT NUMBER 2008-11

Carpenter Road at Beverly Drive and Carpenter Road at Robertson Road Traffic Signals Federal Project No. ESPL-5938(166)

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 Public Works Engineering Services designed the Project and furnished the Plans and Specifications. Engineering Services shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.

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 Fifty (50) Working Days from the date when the Contract Time commences to run as provided in the Agreement.

3.2 <u>Liquidated Damages</u>

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:

Two Thousand Five Hundred Dollars (\$2,500) 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 the Special 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
Special Conditions
Addenda
Special Provisions
Drawings
Encroachment Permit [if applicable]

6.2 There are no Contract Documents other than those listed in this Document, Article 6.

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: DEFINITIONS AND TERMS 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).

- 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 Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 8-9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered:

 a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Stanislaus County Public Works Attn: Chris Brady, Construction Manager 1716 Morgan Road Modesto, CA 95358

Modesto, CA 95358 Phone: (209) 525-4157 Fax: (209)525-4140

If to Contractor:

Granite Construction Company Attn: Kent Adams, Estimator/Project Mgr. P.O. Box 151 Stockton, CA 95201 Phone: (209) 982-4750

Fax: (209) 983-1257

(SIGNATURES NEXT PAGE)

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

COUNTY OF STANISLAUS

GRANITE CONSTRUCTION COMPANY

	Machado, Director c Works Department	Ву:	
Approved:	BOS Resolution #		

APPROVED AS TO FORM:

John P. Doering, County Counsel

By:

Thomas E. Boze

Deputy County Counsel

END OF AGREEMENT

Contract No.: 2008-11

CONTRACTOR'S BID SHEET FOR BASE BID

Traffic Signals at Carpenter Rd./Beverly Dr. and Carpenter Rd./Robertson Rd.

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL (IN FIGURES)
ı	MOBILIZATION	1	LS	85,000°	85,000°
2	WATER POLLUTION CONTROL	1	LS	12,00000	10,00000
3	CLEARING AND GRUBBING	1	LS	10,0000	10,0000
4	TRAFFIC CONTROL SYSTEM	1	LS	15,0000	15,000 9
5	TRAFFIC SIGNALS AND LIGHTING	1	LS	300,000	
6	LEAD COMPLIANCE PLAN	1	LS	5,000	5,000
7	REMOVE EXISTING SIGNS	14	EA	10000	1,400-50
8	REMOVE EXISTING CATCH BASIN	2	EA	300°°	600 €
9	REMOVE EXISTING STORM DRAIN LINE	47	LF	20°	940€
10	COLD PLANE ASPHALT CONCRETE	12,098	SY	225	27,220 50
11	SAWCUT & REMOVE EX. CONCRETE	16	SF	10=	1600
12	SAWCUT EXISTING ASPHALT	6,066	LF	050	3,033 =
13	REMOVE EXISTING CURB AND GUTTER	767	LF	600	4,602 =
14	REMOVE EXISTING 'STOP AHEAD' LEGEND	2	EA	120°	2400
15	REMOVE W17 SIGN, REPLACE W/ W41	1	EA	13000	130 00
16	REMOVE EXISTING ELECTROLIER	1	EA	1,5000	1,500 =
17	RELOCATE EXISTING SIGNS	26	EA	150°°	3,900 €
18	RELOCATE EXISTING AIR VENT	1	EA	1,0000	1,000=
19	RELOCATE EX. CHAIN LINK FENCE	1	LS	2,6000	2,600 ^{ce} 1,500 ^{ce}
20	RELOCATE EX. WOOD FENCE	1	LS	1,5000	1,500 @
21	RELOCATE EXISTING MAILBOX	5	EA	200°	1,000 00

22	G.M.P. INLET	8	EA	3,3000	26,4000
23	CATCH BASIN (ALTERNATE)	3	EA	1,50000	26,400° 4,500°
24	8" C.M.P.	22	LF	51°	1,122 00
25	12" C.M.P.	89	LF	42 9	3,738
26	18" R.C.P.	288	LF	88∞	25,344.
27	12" H.D.P.E.	54	LF	8500	4,5900
28	42" H.D.P.E.	65	LF	180°	11,7000
29	HORIZONTAL DRAIN	960	LF	2009	
30	MANHOLE	10	EA	2,0000	20,000 00
31	ADJUST EX. MAHNOLE TO GRADE	2	EA	325°	650°
32	ADJUST EXISTING WATER METER BOX TO GRADE	1	EA	325°	325 🛎
33	ROADWAY EXCAVATION (F)	836	CY	2000	16,720°° 9,440°°
34	IMPORTED MATERIAL: FILL (F)	472	CY	2000	9,440°
35	ROADSIDE SHOULDER AND SWALE (F)	4,259	LF	30	12,7770
36	SIDEWALK	2,385	SF	5 e	11,925
37	6" VERTICAL CURB AND GUITER	465	LF	25 📽	11,6250
38	4" ROLL CURB AND GUTTER	680	LF	2500	17,000° 6,400°
39	HANDICAP RAMP	8	EA	800°	
40	CRUSHED ROCK (ALLEY ACCESS)	99	CF	200	198 <u>°°</u>
41	ASPHALT CONCRETE	3,552	TONS	7400	262,8 18°
42	AGGREGATE BASE	2,858	TONS	24°	68,592°
43	'TYPE A' A.C. DIKE (LABOR ONLY)	710	LF	4 ⁹	68,592°° 2,840°°
44	RETAINING WALL	23	LF	150°°	3,450 €
45	THERMOPLASTIC (TYPE I ARROW - 18')	25	SF	300	75 °C
46	THERMOPLASTIC (TYPE III ARROW)	252	SF	3 00	756 00

2,690 60

47	THERMOPLASTIC (TYPE VI ARROW)	504	SF	300	1,512 =
48	THERMOPLASTIC (DETAIL 9)	1,774	LF	032	887°
49	THERMOPLASTIC (DETAIL 22)	2,942	LF	100	3,5304
50	THERMOPLASTIC (DETAIL 27B)	5,049	LF	045	2,272 05
51	THERMOPLASTIC (DETAIL 27C)	200	LF	046	90°
52	THERMOPLASTIC (DETAIL 38)	770	LF	105	808 ³⁰
53	THERMOPLASTIC (DETAIL 39)	221	LF	060	132 60
54	THERMOPLASTIC CROSSWALK/LIMIT LINE (12" WIDE)	1,223	LF	220	BF2,96
5 5	36" R.C.P. (C-76, CL III TYPE)	222	LF	13000	28,860 =
56	CONCRETE COLLAR	2	EA	600°	1,200 00
57	AIR VENT	1	EA	1,1000	1,100 00
58	RELOCATE EXISTING FIRE HYDRANT	1	EA	2,6000	2,6000
59	INSTALL R25 SIGN	5	EA	1900	95000

TOTAL: 1, 236, 473.65

DENOTES FINAL PAY ITEM AS DEFINED IN SECTION 9-1.015 OF CALTRANS STANDARD (F) **SPECIFICATIONS** GRANITE CONSTRUCTION COMPANY

(SIGNED)

and Desai, Vice President Note: All fine items must have an entry placed in its appropriate box, and this form must be signed for the bid to be

Date: April 28, 2010

accepted as complete.