

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

DEPT: Public Works Alan

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE May 24, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Reject Apparent Low Bid Submitted by MCI Engineering, Inc. for the Hatch Road at Crows Landing Road Traffic Signal Upgrade Project and Award the Construction Contract to Granite Construction Company of Watsonville, California

STAFF RECOMMENDATIONS:

1. Reject the apparent low bid submitted by MCI Engineering, Inc., for the Hatch Road at Crows Landing Road Traffic Signal Upgrade Project.
2. Approve the conditional award of the contract in the amount of \$495,998 to Granite Construction Company of Watsonville, California for the construction of the Hatch Road at Crows Landing Road Traffic Signal Upgrade Project, subject to receipt of appropriate insurance and bonds.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project in the amount of \$600,079 (\$495,998 contract; \$4,881 materials testing; \$49,600 construction engineering which includes quality assurance and inspection; and \$49,600 contract change orders and contingencies), \$374,633 is available from Highway Safety Improvement Program funds (HSIPL-5938(160)) and the remaining \$225,446 will be funded by Proposition 1B Funds. Public Works staff is going to request additional Federal Funds, up to the 20% maximum allowed, thereby reducing our local match. Public Works cannot apply for the additional 20% funds until the Board of Supervisors awards the contract. There will be no impact on the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2011-318

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

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

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 Reject Apparent Low Bid Submitted by MCI Engineering, Inc. for the Hatch Road at Crows Landing Road Traffic Signal Upgrade Project and Award the Construction Contract to Granite Construction Company of Watsonville, California

3. Authorize the Director of Public Works to execute a contract with Granite Construction Company for \$495,998 and to sign necessary documents.
4. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.
5. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142.
6. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.
7. Authorize the Construction Manager to issue a Notice to Proceed contingent upon receipt of proper insurance and bonds.

DISCUSSION:

Reject the Bid Received from MCI Engineering, Inc.:

Stanislaus County Department of Public Works recommends that the Board of Supervisors reject MCI Engineering, Inc.'s bid as non-responsive. MCI Engineering, Inc. did not comply with Stanislaus County's subcontracting requirement as stated in Section 8-1.01 of the Standard Specifications requesting that contractors perform at least 50% of work with their own forces. In reviewing MCI Engineering, Inc.'s bid, it is apparent that the sum of their subcontracts for this project total \$295,602, which is 65% of their total bid.

County Counsel's opinion is that this deviation from the bid requirements is not an inconsequential deviation. Case law supports that the failure to adhere to the bid specifications may have created an opportunity for MCI Engineering, Inc. to have an unfair advantage over other bidders. Therefore, Public Works staff recommends MCI Engineering, Inc.'s bid be rejected as non-responsive.

On April 6, 2011, three (3) sealed bids were received, publicly read and opened. The base bid results are as follows:

MCI Engineering, Inc.	\$452,577.00
Granite Construction Company	\$482,398.00
Knife River Construction	\$532,739.60

Though MCI Engineering Inc. was the lowest bidder, after reviewing the bid documents, it was determined that MCI Engineering, Inc. did not comply with Stanislaus County's subcontracting requirements.

Approval to Reject Apparent Low Bid Submitted by MCI Engineering, Inc. for the Hatch Road at Crows Landing Road Traffic Signal Upgrade Project and Award the Construction Contract to Granite Construction Company of Watsonville, California

Award the Construction Contract to Granite Construction Company:

The proposed improvements at the Hatch Road at Crows Landing Road intersection will consist of replacing outdated traffic signals that are approximately 42 years old with new relocated traffic signals. The project will remove left turn signal poles located in medians and replace approximately 300 lineal feet of raised concrete medians on Crows Landing Road. Intersection improvements in this project include but are not limited to:

- Installation of replacement signal poles;
- Installation of concrete foundations for replacement signal poles;
- Re-striping of traffic lanes on northbound and southbound Crows Landing Road to create right turn lanes within the existing pavement;
- Replacement of raised concrete medians on Crows Landing Road;
- Installation of Americans with Disabilities Act (ADA) compliant ramps;
- Installation of new curb and gutter with increased radius returns;
- Upgrading of traffic signs to meet current design standards; and,
- Installation of traffic signal detector loops.

On January 25, 2011, the Board of Supervisors approved and adopted the plans and specifications for the Hatch Road at Crows Landing Road Traffic Signal Upgrade Project and directed Public Works staff to publish the notice inviting bids.

On April 6, 2011, three (3) sealed bids were received, publicly read and opened. The Base Bid and Bid Alternate B were chosen to fit within the allotted funding. The engineer's estimate for the project was \$463,892.50. The Base Bid and Alternate B provided by Granite Construction Company totaled \$495,998.

The Department of Public Works recommends that the Board of Supervisors award the contract to the second lowest bidder, Granite Construction Company in the amount of \$495,998, contingent on the receipt of appropriate insurance and bonds.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by improving traffic safety and flow in this area of Stanislaus County.

STAFFING IMPACT:

There is no staffing impact associated with this item.

Approval to Reject Apparent Low Bid Submitted by MCI Engineering, Inc. for the Hatch Road at Crows Landing Road Traffic Signal Upgrade Project and Award the Construction Contract to Granite Construction Company of Watsonville, California

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-4130.

DB:lc

L:\ROADS\19287 - Crows Landing Rd at Hatch Rd traffic Signal upgrade\Design\Board Items\03_Reject MCI Bid_BOS5.24.11

County of Stanislaus: Auditor-Controller Legal Budget Journal

Database
Set of Books

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type	Budget
Category	* List - Text Budget - Upload
Source	* List - Text PW SKA
Currency	* List - Text USD
Budget Name	List - Text LEGAL BUDGET
Batch Name	Text
Journal Name	Text JV100056
Journal Description	Text Transfer Budget to Hatch Rd @ Crows Landing Rd Signal Upgrade Project
Journal Reference	Text
Organization	List - Text Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations	decr appropriations	incr est revenue	decr est revenue		
								(format > number > general)				List - Text	
Rd	1102	0040310	27600	0000000	000000	000000	000000	575005.6				MAY-11	
Rd	1102	0040310	27600	0009287	000000	000000	000000			575005.6		MAY-11	
Rd	1102	0040310	63280	0009287	000000	000000	000000	600079				MAY-11	
Rd	1102	0040310	63280	0000000	000000	000000	000000			575005.6		MAY-11	
Rd	1102	0040310	65660	0000000	000000	000000	000000			25073.4		MAY-11	

Totals: 1175084.6 1175084.6

Explanation:

Requesting Department	.CEO	Data Entry	Auditors Office Only
<i>Stanislaus</i> Signature	<i>[Signature]</i> Signature	Keyed by	<i>[Signature]</i> Approved By
<i>5/18/11</i> Date	<i>5/19/11</i> Date	Date	<i>5/18/11</i> Date

COUNTY OF STANISLAUS

AGREEMENT

THIS AGREEMENT, dated this 24th day of May, 2011, by and between GRANITE CONSTRUCTION COMPANY, whose place of business is located at 585 W. Beach Street, Watsonville, CA 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 24th day of May, 2011 awarded to Contractor the following Contract:

CONTRACT NUMBER 9287

Hatch Road at Crows Landing Road Traffic Signal Upgrade Federal Project No. HSIPL-5938(160)

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 Delamare-Fultz Engineering 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 Forty-Five (45) Working Days from the date when the Contract Time commences to run as provided in the Agreement.

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:

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 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).

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 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
Phone: (209) 525-4157
Fax: (209) 541-2506

If to Contractor:

Granite Construction Company
Attn: Jigisha Desai, Vice President
585 W. Beach Street
Watsonville, CA 95076
Phone: (831) 724-1011
Fax: (831) 768-4021

(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

By: _____
Matt Machado, Director
Public Works Department

By: _____
Jigisha Desai, Vice President

Approved: BOS Resolution # _____
Dated: _____

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

END OF AGREEMENT

CONTRACTOR'S BID SHEET
FOR
Hatch Road at Crows Landing Road Traffic Signal Upgrade

BASE BID

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS	20,000 ⁰⁰	20,000 ⁰⁰
2	Water Pollution Control (WPC), (SWPPP)	1	LS	2,500 ⁰⁰	2,500 ⁰⁰
3	Traffic Control System	1	LS	10,000 ⁰⁰	10,000 ⁰⁰
4	Portable Changeable Message Signs	4	EA	2,500 ⁰⁰	2,500⁰⁰ 10,000 ⁰⁰
5	Clearing And Grubbing	1	LS	25,000 ⁰⁰	25,000 ⁰⁰
6	Removal Of Traffic Stripes And Markings	1	LS	6,000 ⁰⁰	6,000 ⁰⁰
7	Construction Survey (Incl. Corner Record)	1	LS	4,000 ⁰⁰	4,000 ⁰⁰
8	Wedge Planing	6,865	SY	4 ⁰⁰	27,460 ⁰⁰
9	Earthwork (Curb Returns W/ Ramps, Medians, And Pavement Transition To Existing Ground)	1	LS	14,500 ⁰⁰	14,500 ⁰⁰
10	Minor Concrete (Curb And Gutter)	275	LF	40 ⁰⁰	11,000 ⁰⁰
11	Minor Concrete (Curb Ramps; Includes Truncated Domes)	500	SF	20 ⁰⁰	10,000 ⁰⁰
12	Minor Concrete (Sidewalk)	1,025	SF	10 ⁰⁰	10,250 ⁰⁰
13	Minor Concrete (4' Concrete Median)	1,375	SF	12 ⁰⁰	16,500 ⁰⁰
14	Minor Concrete (Reconstruct Driveway)	20	SF	20 ⁰⁰	400 ⁰⁰
15	Asphalt Concrete (Type A)	795	TON	110 ⁰⁰	87,450 ⁰⁰
16	Class 2 Aggregate Base	46	TON	70 ⁰⁰	3,220 ⁰⁰
17	Adjust Survey Monument Well To Grade	1	EA	800 ⁰⁰	800 ⁰⁰
18	Install Traffic Sign	7	EA	220 ⁰⁰	1,540 ⁰⁰
19	Thermoplastic Traffic Stripe (Detail 10)	1,626	LF	0 ⁵⁰	813 ⁰⁰
20	Thermoplastic Traffic Stripe (Detail 23)	362	LF	1 ⁰⁰	362 ⁰⁰
21	Thermoplastic Traffic Stripe (Detail 26)	615	LF	0 ²⁰	123 ⁰⁰
22	Thermoplastic Traffic Stripe (Detail 30)	40	LF	2 ⁰⁰	80 ⁰⁰
23	Thermoplastic Traffic Stripe (Detail 38c)	672	LF	1 ⁰⁰	672 ⁰⁰
24	Thermoplastic Crosswalk And Limit Line	726	LF	3 ⁰⁰	2,178 ⁰⁰
25	Thermoplastic Pavement Markings	1	LS	7,000 ⁰⁰	7,000 ⁰⁰

26	Install Drainage Inlet (Type Go) (Includes Removal Of Existing Catch Basin And New 18" Storm Drain Pipe To Existing Rockwell)	1	EA	5,000 ⁰⁰	5,000 ⁰⁰
27	Adjust Manhole Rim To Grade	4	EA	450 ⁰⁰	1,800 ⁰⁰
28	Adjust Water Valve Box To Grade	5	EA	250 ⁰⁰	1,250 ⁰⁰
29	Traffic Signal and Lighting	1	LS	200,000 ⁰⁰	200,000 ⁰⁰
30	Lead Compliance Plan	1	LS	2,500 ⁰⁰	2,500 ⁰⁰
Total:					482,398 ⁰⁰

BID ALTERNATE "A"					
No.	Item Description	Estimated Quantity	Unit of Measur	Unit Price	Item Total (In Figures)
1	City of Modesto Relocates Existing Fire Hydrants (Including Extension of Hydrant Run, Reinstallation of Bury and Hydrant, and Thrust Blocking) per Plans With Contractors Coordination ¹	2	EA	2,500 ⁰⁰	5,000 ⁰⁰

BID ALTERNATE "B"					
No.	Item Description	Estimated Quantity	Unit of Measur	Unit Price	Item Total (In Figures)
1	Contractor to Relocate Existing Fire Hydrant (Including Extension of Hydrant Run, Reinstallation of Bury and Hydrant, and Thrust Blocking) ²	2	EA	6,800 ⁰⁰	13,600 ⁰⁰

(SIGNED) Jigisha Desai Date: 04/06/11
 Jigisha 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.

¹ See SP-56 "Option 1."
² See SP-56 "Option 2."



Department of Public Works
CONSTRUCTION DIVISION
1716 Morgan Road
Modesto CA 95358
(209) 525-4157 - Office
(209) 525-4141 - Fax

LETTER OF TRANSMITTAL

TO: Suzi Seibert, Deputy Clerk Board of Supervisors	FROM: Linda Allsop, Contracts Administrator
DATE: June 21, 2011	PHONE: 209-525-4157 E-MAIL: allsopl@stancounty.com
RE: Attachment for Board Item *C-2, May 24, 2011 Agreement with Granite Construction Company	

Hi Suzi,

- For your files:
- Executed agreement with Granite Construction
 - Board Item
 - Bid Results
 - All submitted bids

BOARD OF SUPERVISORS
2011 JUN 21 A 10:18

COUNTY OF STANISLAUS

AGREEMENT

THIS AGREEMENT, dated this 24th day of May, 2011, by and between GRANITE CONSTRUCTION COMPANY, whose place of business is located at 585 W. Beach Street, Watsonville, CA 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. 2011-318 adopted on the 24th day of May, 2011 awarded to Contractor the following Contract:

CONTRACT NUMBER 9287

Hatch Road at Crows Landing Road Traffic Signal Upgrade Federal Project No. HSIPL-5938(160)

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 Delamare-Fultz Engineering 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 Forty-Five (45) Working Days from the date when the Contract Time commences to run as provided in the Agreement.

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:

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.

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- 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).

- 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 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
Phone: (209) 525-4157
Fax: (209) 541-2506

If to Contractor:


Granite Construction Company
Attn: Jigisha Desai, Vice President
585 W. Beach Street
Watsonville, CA 95076
Phone: (831) 724-1011
Fax: (831) 768-4021

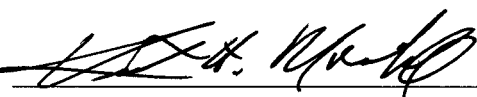
(SIGNATURES NEXT PAGE)

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

COUNTY OF STANISLAUS

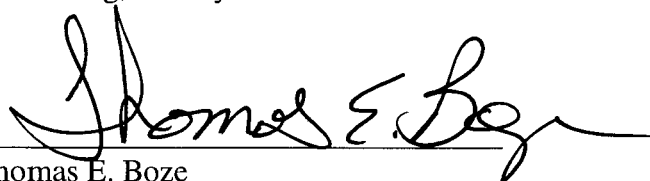
GRANITE CONSTRUCTION COMPANY

By: 
Matt Machado, Director
Public Works Department

By: 
/ *Kent H. Marshall*, Vice President
Kent H. Marshall

Approved: BOS Resolution # 2011-318
Dated: 5-24-2011

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

END OF AGREEMENT

**CONTRACTOR'S BID SHEET
FOR
Hatch Road at Crows Landing Road Traffic Signal Upgrade**

BASE BID

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS	20,000 ⁰⁰	20,000 ⁰⁰
2	Water Pollution Control (WPC), (SWPPP)	1	LS	2,500 ⁰⁰	2,500 ⁰⁰
3	Traffic Control System	1	LS	10,000 ⁰⁰	10,000 ⁰⁰
4	Portable Changeable Message Signs	4	EA	2,500 ⁰⁰	2,500⁰⁰ 10,000 ⁰⁰
5	Clearing And Grubbing	1	LS	25,000 ⁰⁰	25,000 ⁰⁰
6	Removal Of Traffic Stripes And Markings	1	LS	6,000 ⁰⁰	6,000 ⁰⁰
7	Construction Survey (Incl. Corner Record)	1	LS	4,000 ⁰⁰	4,000 ⁰⁰
8	Wedge Planing	6,865	SY	4 ⁰⁰	27,460 ⁰⁰
9	Earthwork (Curb Returns W/ Ramps, Medians, And Pavement Transition To Existing Ground)	1	LS	14,500 ⁰⁰	14,500 ⁰⁰
10	Minor Concrete (Curb And Gutter)	275	LF	40 ⁰⁰	11,000 ⁰⁰
11	Minor Concrete (Curb Ramps; Includes Truncated Domes)	500	SF	20 ⁰⁰	10,000 ⁰⁰
12	Minor Concrete (Sidewalk)	1,025	SF	10 ⁰⁰	10,250 ⁰⁰
13	Minor Concrete (4' Concrete Median)	1,375	SF	12 ⁰⁰	16,500 ⁰⁰
14	Minor Concrete (Reconstruct Driveway)	20	SF	20 ⁰⁰	400 ⁰⁰
15	Asphalt Concrete (Type A)	795	TON	110 ⁰⁰	87,450 ⁰⁰
16	Class 2 Aggregate Base	46	TON	70 ⁰⁰	3,220 ⁰⁰
17	Adjust Survey Monument Well To Grade	1	EA	800 ⁰⁰	800 ⁰⁰
18	Install Traffic Sign	7	EA	220 ⁰⁰	1,540 ⁰⁰
19	Thermoplastic Traffic Stripe (Detail 10)	1,626	LF	0 ⁵⁰	813 ⁰⁰
20	Thermoplastic Traffic Stripe (Detail 23)	362	LF	1 ⁰⁰	362 ⁰⁰
21	Thermoplastic Traffic Stripe (Detail 26)	615	LF	0 ²⁰	123 ⁰⁰
22	Thermoplastic Traffic Stripe (Detail 30)	40	LF	2 ⁰⁰	80 ⁰⁰
23	Thermoplastic Traffic Stripe (Detail 38c)	672	LF	1 ⁰⁰	672 ⁰⁰
24	Thermoplastic Crosswalk And Limit Line	726	LF	3 ⁰⁰	2,178 ⁰⁰
25	Thermoplastic Pavement Markings	1	LS	7,000 ⁰⁰	7,000 ⁰⁰

26	Install Drainage Inlet (Type Go) (Includes Removal Of Existing Catch Basin And New 18" Storm Drain Pipe To Existing Rockwell)	1	EA	5,000 ⁰⁰	5,000 ⁰⁰
27	Adjust Manhole Rim To Grade	4	EA	450 ⁰⁰	1,800 ⁰⁰
28	Adjust Water Valve Box To Grade	5	EA	250 ⁰⁰	1,250 ⁰⁰
29	Traffic Signal and Lighting	1	LS	200,000 ⁰⁰	200,000 ⁰⁰
30	Lead Compliance Plan	1	LS	2,500 ⁰⁰	2,500 ⁰⁰
Total:					482,398 ⁰⁰

BID ALTERNATE "A"					
No.	Item Description	Estimated Quantity	Unit of Measur	Unit Price	Item Total (In Figures)
1	City of Modesto Relocates Existing Fire Hydrants (Including Extension of Hydrant Run, Reinstallation of Bury and Hydrant, and Thrust Blocking) per Plans With Contractors Coordination ¹	2	EA	2,500 ⁰⁰	5,000 ⁰⁰

BID ALTERNATE "B"					
No.	Item Description	Estimated Quantity	Unit of Measur	Unit Price	Item Total (In Figures)
1	Contractor to Relocate Existing Fire Hydrant (Including Extension of Hydrant Run, Reinstallation of Bury and Hydrant, and Thrust Blocking) ²	2	EA	6,800 ⁰⁰	13,600 ⁰⁰

(SIGNED) Jigisha Desai Date: 04/06/11
 Jigisha 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.

¹ See SP-56 "Option 1."
² See SP-56 "Option 2."

Stanislaus County Public Works Department
Hatch Road at Crows Landing Road Traffic Signal Upgrade

Bid Opening: April 6, 2011

BID RESULTS

Engineers's Estimate: \$463,892.50

Bidder 1 - APPARENT LOW BIDDER

MCI Engineering, Inc.	7207 Murray Drive Stockton, CA 95210	\$452,577.00
SUBCONTRACTORS	Address	Descirption of Work
Pacific Excavation	Elk Grove, CA	Electrical
Centerline Striping	Elk Grove, CA	Striping
Mayo Construction	Stockton, CA	Paving (partial)
McFadden Construction	Stockton, CA	Concrete
Bidder 2	Granite Construction Company 585 W. Beach Street Watsonville, CA 95076	\$482,398.00
Bidder 3	Knife River Construction 655 W. Clay Street Stockton, CA 95206	\$532,739.60

Rejected

Awarded

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART III - PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

Hatch Road at Crows Landing Road Traffic Signal Upgrade

Federal ID No.: HSIPL-5938(160)

NAME OF BIDDER _____ Granite Construction Company _____

BUSINESS P.O. BOX _____ PO Box 50085 _____

CITY, STATE, ZIP _____ Watsonville, CA 95077-5085 _____

BUSINESS STREET ADDRESS _____ 585 W. 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 specification and project plans for the work to be done were adopted January 25, 2011, and are entitled:

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS FOR
HATCH ROAD AT CROWS LANDING ROAD TRAFFIC SIGNAL UPGRADE
&**

**STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS PROJECT
PLANS FOR THE**

**HATCH ROAD AT CROWS LANDING ROAD TRAFFIC SIGNAL
UPGRADE**

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 Item Total.

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 sum required by Article SC-14, BONDS, with surety satisfactory to the COUNTY OF STANISLAUS, within ten (10) 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 therefore the following prices, to wit:

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
Bidder Registration Form
W-9 Form
Disclosure of Lobbying Activities

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.

It is **required** that the following documents must be completed, signed, and submitted no later than 4:00 p.m. on the 4th business day after bid opening.

Exhibit 15-G1 Local Agency Bidder UDBE Commitment (Construction Contracts)
Exhibit 15-G2 Local Agency Bidder DBE Information (Construction Contracts)
Exhibit 15-H UDBE Information – Good Faith Efforts
(Exhibits 15-G1, Exhibit G2, and Exhibit 15H can be found at the end of this Section)

INSURANCE REQUIREMENTS

Your insurance agent must thoroughly review the contract specifications before he issues the Certificate of Insurance. Insurance requirements are as specified in Article SC-15, INSURANCE.

**CONTRACTOR'S BID SHEET
FOR
Hatch Road at Crows Landing Road Traffic Signal Upgrade**

BASE BID

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS	20,000 ⁰⁰	20,000 ⁰⁰
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3	Traffic Control System	1	LS	10,000 ⁰⁰	10,000 ⁰⁰
4	Portable Changeable Message Signs	4	EA	2,500 ⁰⁰	2,500⁰⁰ 10,000 ⁰⁰
5	Clearing And Grubbing	1	LS	25,000 ⁰⁰	25,000 ⁰⁰
6	Removal Of Traffic Stripes And Markings	1	LS	6,000 ⁰⁰	6,000 ⁰⁰
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				Total:	482,398 ⁰⁰

BID ALTERNATE "A"

No.	Item Description	Estimated Quantity	Unit of Measur	Unit Price	Item Total (In Figures)
1	City of Modesto Relocates Existing Fire Hydrants (Including Extension of Hydrant Run, Reinstallation of Bury and Hydrant, and Thrust Blocking) per Plans With Contractors Coordination ¹	2	EA	2,500 ⁰⁰	5,000 ⁰⁰

BID ALTERNATE "B"

1	Contractor to Relocate Existing Fire Hydrant (Including Extension of Hydrant Run, Reinstallation of Bury and Hydrant, and Thrust Blocking) ²	2	EA	6,800 ⁰⁰	13,600 ⁰⁰
---	---	---	----	---------------------	----------------------

(SIGNED)  Date: 04/06/11
 Jigisha 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.

¹ See SP-56 "Option 1."

² See SP-56 "Option 2."

ADDENDUM SHEET
FOR
Hatch Road at Crows Landing Road Traffic Signal Upgrade
Federal ID NO.: HSIPL-5938(160)

ADDENDUM NO. 1 DATED 3/03/11 DATE RECEIVED 3/3/11 INITIALS MMK
ADDENDUM NO. 2 DATED 3/20/11 DATE RECEIVED 3/20/11 INITIALS MMK
ADDENDUM NO. DATED DATE RECEIVED INITIALS
ADDENDUM NO. DATED DATE RECEIVED INITIALS
ADDENDUM NO. DATED DATE RECEIVED INITIALS

CONTRACTOR Granite Construction Company
ADDRESS 585 W. Beach Street
Watsonville, CA 95076
PHONE (831) 724-1011 FAX (831) 768-4021

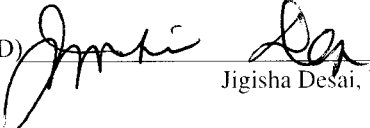
(SIGNED)  Date: 04/06/11
Jigisha Desai, Vice President

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. <u>Chrisp Company</u>	<u>1001 Stokes Ave.</u> <u>Stockton, CA 95215</u>	<u>Striping & Pavement Markings</u>
2. _____	_____	_____
3. _____	_____	_____
4. <u>North Star Engineering</u>	<u>909 14th St.</u> <u>Modesto, CA 95354</u>	<u>Construction Surveying</u>
5. _____	_____	_____
6. _____	_____	_____
7. <u>Pacific Excavation Inc.</u>	<u>9796 Kent. St.</u> <u>Elk Grove, CA 95624</u>	<u>Traffic Signal- Electrical</u>
8. _____	_____	_____
9. _____	_____	_____
10. <u>W.C. Maloney</u>	<u>PO Box 30326</u> <u>Stockton, CA 95213</u>	<u>Clearing & Grabbing</u> <u>(portion)</u>
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____
18. _____	_____	_____
19. _____	_____	_____
20. _____	_____	_____

(SIGNED)  _____ Date: 04/06/11

Jigisha Desai, Vice President

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 , 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)  _____ Date: 04/06/11
Jigisha Desai, Vice President

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 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

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: 04/06/11
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)

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 Granite Construction Company 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.

(SIGNED)  _____ Date: 04/06/11

Jigisha Desai, Vice President

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

*PLEASE SEE ATTACHED CALIFORNIA NOTARIAL JURAT # 5151...

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 W. Beach Street TEL. (831) 724-1011

CITY, STATE, ZIP CODE Watsonville, CA 95076

BY  TITLE Jigisha Desai, Vice President
(Signature)

DATED 04/06/11

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:

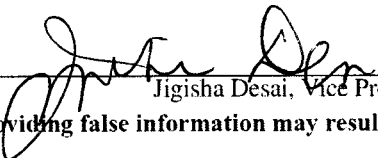
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; 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.

*PLEASE SEE ATTACHED: Explanation for our inability to certify 1.c. on page 12-75 of Exhibit 12-E, Attachment 2...

(SIGNED)  _____ Date: 04/06/11
Jigisha Desai, Vice President
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.

GRANITE CONSTRUCTION COMPANY

EXCEPTION STATEMENT

Explanation for our inability to certify 1.c. on page 12 -75 of Exhibit 12-E, Attachment 2

On an approximately \$4.5 million contract with the City of San Diego, California that was completed in 2008, the City audited the contract and found that there were mistaken billings in an amount less than \$3,000, however amounts paid to Granite were found to be reasonable. Granite was unaware of the billing errors when submitted and returned that payment amount to the City. The City also audited a similar contract it had with a different contractor. The City filed a single lawsuit against both the other contractor and Granite alleging unspecified violations of the California False Claims Act. That action is still pending but Granite has no further information at this time.

**Local Assistance Procedures Manual
PS&E Checklist Instructions**

**EXHIBIT 12-E
Attachment B**

for the contract is under consideration to be listed on the EPA List of Violating Facilities

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

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