

**STAFF REPORT
CITY OF PALM DESERT
PUBLIC WORKS DEPARTMENT**

MEETING DATE: May 14, 2020

PREPARED BY: Ryan Gayler, Project Manager

REQUEST: Award Contract No. C39920 in the amount of \$3,147,153 to Granite Construction Company of Indio, California for the Monterey Avenue Pavement Rehabilitation Project (Project No. 752-19).

Recommendation

By Minute Motion:

1. Award Contract No. C39920, including bid alternate #1, in the amount of \$3,147,153 to Granite Construction Company of Indio, California, for the Monterey Avenue Pavement Rehabilitation Project;
2. Authorize the Director of Finance to set aside a 10% contingency in the amount of \$314,715;
3. Appropriate \$1,200,000 of SB1 funds from Unobligated Fund 211 to the project account;
4. Authorize the City Manager or designee to review and approve written requests for the use of contingency for unanticipated conditions, per Palm Desert Municipal Code Section 3.30.170(A); and
5. Authorize the Mayor to execute the Agreement.

If the actions above are taken, funds are available in Account No. 2114311-4332000, Gas Tax Street Maintenance as the primary funding source, and 2134311-4332000, Measure "A" Street Maintenance, and the SB1 Street Maintenance Fund 211 as secondary funding sources.

Strategic Plan

The street rehabilitation project is a maintenance activity and does not contribute directly to the objectives of the Strategic Plan.

Background Analysis

Over the last few years, the pavement on Monterey Avenue has developed ruts and potholes in the segment between the Whitewater Channel Bridge and Country Club Drive.

In collaboration with the City of Rancho Mirage, the City contracted with LaBelle Marvin, a pavement design consultant, to examine and test the road to determine the best method for repairing the street. Due to the condition of the subgrade and base material, it was determined that the street was at the end of its life cycle and a full rehabilitation is necessary. The Monterey Avenue pavement rehabilitation will completely remove the existing street section and replace it with new base and asphalt materials.

The city boundary line between the City of Palm Desert and the City of Rancho Mirage coincides with the centerline of Monterey Avenue within the project limits, so approximately half of the project is in Rancho Mirage. On March 26, 2020, the City Council approved a reimbursement agreement with the City of Rancho Mirage, which allows the project to be constructed as a joint project. The agreement names Palm Desert as the lead agency for the construction of the project, with the City of Rancho Mirage reimbursing Palm Desert for its share of the cost of the improvements to be constructed within its City limits.

The Project was advertised for bid, and on April 29, 2020, six bids were received electronically through the City's bid management portal, with the following results:

Contractor	Location	Base Bid Amount
Granite Construction Company	Indio, CA	\$3,043,403.00
Matich Corporation	Highland, CA	\$3,204,000.00
Hardy and Harper, Inc.	Lake Forest, CA	\$3,519,970.00
Sully Miller Contracting Company	Brea, CA	\$3,625,340.00
All American Asphalt	Corona, CA	\$4,112,189.00
Onyx Paving Company, Inc.	Anaheim, CA	\$5,930,000.00

The engineer's estimate for construction is \$3,500,000. The project was bid with an Additive Bid Item, but the bids are evaluated solely on the Base Bid alone.

If awarded as proposed, it is anticipated that construction will begin in June 2020. There are some aspects of this project that will present challenges. Monterey Avenue has high traffic volumes, and the scope of work will require significant temporary work zone traffic control. The existing pavement section will be removed to a depth of more than sixteen inches, so vehicular traffic will be protected from the edge by concrete barriers. Traffic will likely be reduced to one lane in each direction for a major portion of the project. The project will be constructed in four phases with traffic routed onto the opposite side of the street for two of those phases. The City will convey information regarding traffic control and work schedules to the nearby residents and continue to collaborate with the City of Rancho Mirage throughout the project. The project is scheduled to be completed in ninety calendar days.

Per an agreement (Contract No. C31910) the City has with the Coachella Valley Water District (CVWD), all paving projects include an additive alternate bid item to raise the valves and manholes to the new grade on behalf of CVWD. CVWD has the option of

accepting the price from the City's contractor and reimbursing the City for the work or using their own forces to perform the work. CVWD has accepted the price of Bid Alternate #1 provided by the contractor for the subject alternate bid item, which is \$103,750. Therefore, the total contract price is \$3,147,153, which includes raising the valves and manholes to grade. The City will be reimbursed by CVWD for work done on their behalf upon completion of the project.

Fiscal Analysis

The pavement rehabilitation contract is an ongoing maintenance activity with no fiscal impact to the general fund. At the conclusion of the project, invoices will be submitted to the City of Rancho Mirage and Coachella Valley Water District for their portions of the shared costs, reimbursing the Gas Tax funds.

LEGAL REVIEW Approved as to Form	DEPT. REVIEW	FINANCIAL REVIEW	ASSISTANT CITY MANAGER
RWH Robert W. Hargreaves City Attorney	TG Tom Garcia, P.E. Director of Public Works	<i>Janet M. Moore</i> Janet M. Moore Director of Finance	<i>Andy Firestine</i> Andy Firestine Assistant City Manager
City Manager, Lauri Aylaian: <i>LA</i>			

CONTRACTOR: Granite Construction Company
38000 Monroe Street
Indio, CA 92203

- ATTACHMENTS:
- 1) Contractor's Bid
 - 2) Agreement and Bonds
 - 3) Vicinity Map

CONTRACTOR'S BID

Bid Results

Bidder Details

Vendor Name Granite Construction Company
Address 38000 Monroe Street
 Indio, CA 92203
 United States
Respondee Joe Richardson
Respondee Title Regional Chief Estimator
Phone 760-391-6247 Ext.
Email joe.richardson@gcinc.com
Vendor Type CADIR
License # 89
CADIR 1000000085

Bid Detail

Bid Format Electronic
Submitted April 29, 2020 1:10:30 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 209747
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Granite Bid Docs Monterey Ave 752-19	Granite Bid Docs Monterey Ave 752-19.pdf	General Attachment

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	Base Bid					
1	Mobilization					
	1	LS	1	\$100,000.00	\$100,000.00	
2	Traffic Control					
	2	LS	1	\$81,000.00	\$81,000.00	
3	Clearing and Grubbing					
	3	LS	1	\$15,428.00	\$15,428.00	
4	Cold Milling - Remove Asphalt, Base, and Subgrade - 16.5"					
	4	SF	440000	\$1.65	\$726,000.00	
5	Remove Curb and Gutter					
	5	LF	400	\$14.00	\$5,600.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
6	Remove Asphalt Berm / Concrete Curb					
	6	LF	1300	\$7.00	\$9,100.00	
7	Remove Cross Gutter / Spandrel					
	7	SF	2400	\$6.00	\$14,400.00	
8	Remove Sidewalk					
	8	SF	875	\$3.00	\$2,625.00	
9	Remove Curb Ramp					
	9	EA	4	\$700.00	\$2,800.00	
10	Aggregate Base - 9"					
	10	SF	440000	\$0.80	\$352,000.00	
11	Hot Mix Asphalt Concrete - 7.5"					
	11	SF	440000	\$3.50	\$1,540,000.00	
12	Construct Curb and Gutter - 8"					
	12	LF	400	\$50.00	\$20,000.00	
13	Construct Concrete Curb - 8"					
	13	LF	1300	\$25.00	\$32,500.00	
14	Construct Sidewalk - 4"					
	14	SF	875	\$10.00	\$8,750.00	
15	Construct Spandrel / Cross Gutter - 8"					
	15	SF	1400	\$20.00	\$28,000.00	
16	Construct Curb Ramp					
	16	EA	4	\$2,500.00	\$10,000.00	
17	Coordinate with SCE to Adjust Vault to Grade (9)					
	17	LS	1	\$500.00	\$500.00	
18	Install Pull Box					
	18	EA	4	\$900.00	\$3,600.00	
19	Install Truncated Domes					
	19	EA	14	\$1,200.00	\$16,800.00	
20	Install Flexible Posts					
	20	LS	1	\$2,200.00	\$2,200.00	
21	Install Signal Loop Detectors					
	21	EA	67	\$300.00	\$20,100.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
22	Signing and Striping					
	22	LS	1	\$52,000.00	\$52,000.00	
				Subtotal	\$3,043,403.00	
	Alternate 1 - CVWD Structure Adjustments					
23	Lower and Raise CVWD Manhole					
	A-1	EA	35	\$1,850.00	\$64,750.00	
24	Lower and Raise CVWD Valve					
	A-2	EA	30	\$1,300.00	\$39,000.00	
				Subtotal	\$103,750.00	
				Total	\$3,147,153.00	

AGREEMENT AND BONDS

CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. C39920, is made and entered into this 14th day of May, 2020, by and between City of Palm Desert, a Charter City and municipal corporation, organized under the laws of the State of California, with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260, sometimes hereinafter called the "City" and Granite Construction Company, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

**MONTEREY AVENUE PAVEMENT REHABILITATION
CITY OF PALM DESERT PROJECT 752-19
CITY OF RANCHO MIRAGE PROJECT CP 19-350**

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 90 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Three Million One Hundred Forty-seven Thousand One Hundred Fifty-three Dollars (\$3,147,153.00). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of \$1,000.00 for each and every calendar day of delay beyond

the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Specifications
- Addenda
- Construction Plans and Drawings
- Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
- Standard Plans of the City of Palm Desert, latest edition
- Standard Plans of the City of Rancho Mirage, latest edition
- Standard Plans for Public Works Construction, latest edition
- Caltrans Standard Specifications, latest edition, Except Division 1
- Caltrans Standard Plans, latest edition
- California Manual on Traffic Control Devices for Streets and Highways (CAMUTCD), latest edition
- Work Area Traffic Control Handbook, latest edition
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict,

the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF PALM DESERT

GRANITE CONSTRUCTION COMPANY

By: _____
GINA NESTANDE
MAYOR

[IF CORPORATION, TWO SIGNATURES,
PRESIDENT **OR** VICE PRESIDENT **AND**
SECRETARY **OR** TREASURER **REQUIRED**]

By: _____

ATTEST:

Its: _____

By: _____
Grace L. Rocha, Acting City Clerk

Printed
Name: _____

By: _____

APPROVED AS TO FORM:

Its: _____

By: _____
Best Best & Krieger LLP
City Attorney

Printed
Name: _____

Contractor's License Number and
Classification

DIR Registration Number

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s)
 - Limited
 - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, a Charter City and municipal corporation, organized under the laws of the State of California, with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260, (hereinafter referred to as the "City") has awarded to Granite Construction Company, (hereinafter referred to as the "Contractor") an agreement for **Contract No. C39920**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated April 6, 2020, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, Granite Construction Company, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of Three Million One Hundred Forty-seven Thousand One Hundred Fifty-three DOLLARS, (\$3,147,153.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s)
 - Limited
 - General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s) _____

- Partner(s) Limited
- General

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

_____ Title or Type of Document _____

_____ Number of Pages _____

_____ Date of Document _____

_____ Signer(s) Other Than Named Above _____

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Palm Desert, a Charter City and municipal corporation organized and operating under the laws of the State of California (hereinafter designated as the "City"), by action taken or a resolution passed May 14, 2020, has awarded to Granite Construction Company hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No. C39920** (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated April 6 2020, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of Three Million One Hundred Forty-seven Thousand One Hundred Fifty-three Dollars (\$3,147,153.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of

any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

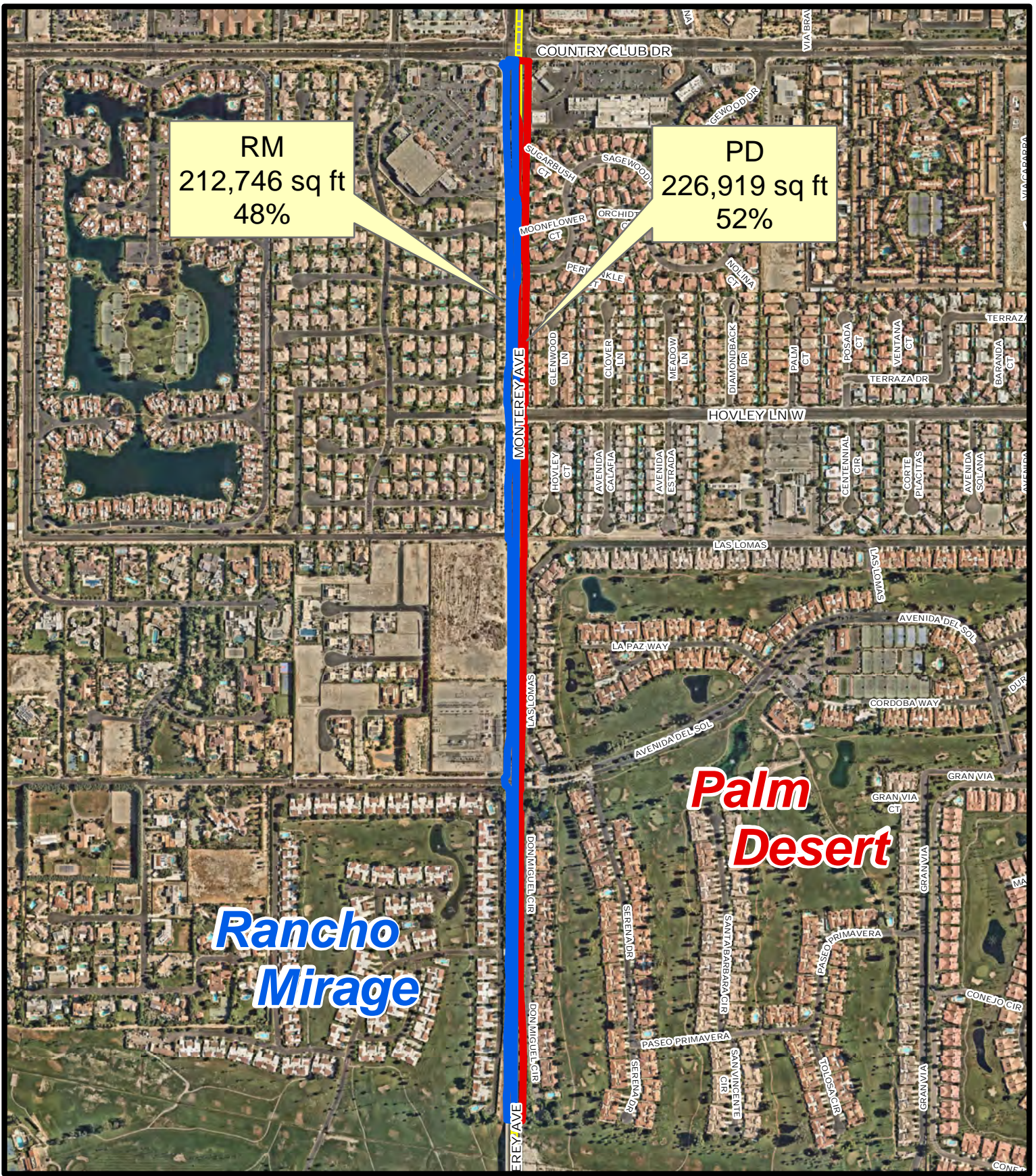
Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

VICINITY MAP



Date: 2019

