



**Resource Management
Agency
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
EDDIE VALERO
District Four
DENNIS TOWNSEND
District Five

AGENDA DATE: November 19, 2019

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010				

SUBJECT: Terminate Agreement No. 26967 with Restoration Resources for Construction of the Avenue 416 Kings River Bridge Revegetation and Restoration Project

REQUEST(S):
That the Board of Supervisors:

1. Terminate Agreement No. 26967 with Restoration Resources for Construction of the Avenue 416 Kings River Bridge Revegetation and Restoration Project; and
2. Authorize the Chairman to accept all work performed by Restoration Resources through July 31, 2019 as complete; and
3. Direct staff to complete all remaining Project work by Force Account with Restoration Resources' remaining agreement balance of \$35,705.40.

SUMMARY:
Tulare County is the lead agency for the Avenue 416 Replacement Bridge over the Kings River Project. The project was part of the overall project to widen Avenue 416 from State Route 99 to east of the City of Dinuba, from a two lane to a four lane roadway. The first phase of the project was to replace the existing Avenue 416 Kings River Bridge with a new four lane structure. Construction of the bridge was completed in Spring of 2014.

To comply with environmental mitigation commitments for the bridge project, the Kings River floodplain that was impacted during bridge construction is currently being restored with native riparian vegetation. On December 9, 2014, Tulare County approved and awarded construction of the Avenue 416 Kings River Bridge

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DATE: November 19, 2019

Revegetation and Restoration Project (Project) to Restoration Resources of Rocklin, California, in the amount of \$557,139.

In April 2015, Restoration Resources prepared the site for planting and in fall of 2015, all native plant material was installed in accordance with the Project plans and specifications. Per the Project permit requirements, Restoration Resources was contracted by the County to actively maintain the site (perform site watering, clearing, weed control and re-planting) for three (3) years followed by passive maintenance (weed control and removal of non-native plants/shrubs) for two (2) years for a minimum project duration of five (5) years.

Currently, the Project is nearing the end of its fourth maintenance year and barring an unforeseen circumstance (fire or extreme drought), is projected to meet all success criteria by the end of its fifth year. In the past year, Restoration Resources performed minimal on-site maintenance; therefore, staff anticipates that minimal maintenance will also be required during the last year of the Project.

On September 13, 2019, Restoration Resources notified the County that it was unable to perform additional contract work on the Project for the reasons described below:

- Restoration Resources' liability insurance policy was cancelled on August 1, 2019 and no work on the Project has been completed since this date
- Riley Swift, President of Restoration Resources, is the sole employee and due to his personal physical condition, has limited ability to perform strenuous physical work (as required to complete the Project)
- Restoration Resources intends to close its business immediately

In accordance with Section 8-1.14 (Contract Termination) of the Caltrans 2010 Standard Specifications, Tulare County has the authority to terminate Agreement No. 26967 with Restoration Resources. For work performed through July 31, 2019, the County has paid Restoration Resources a total of \$521,433.60, leaving a remaining agreement balance of \$35,705.40.

In accordance with Chapter 15.6 of the Caltrans Local Assistance Procedures Manual (LAPM), the County may award a federal-aid contract to complete all remaining work up to the lesser of either:

- The amount representing the payments made under the original contract plus payments made under the new contract, or
- The amount representing what the cost would have been if the construction had been completed as contemplated by the plans and specifications under the original contract.

In lieu of contracting the remaining work out, County forces (Road Maintenance staff) under the direction of an environmental consultant familiar with the project, will be

SUBJECT: Terminate Agreement No. 26967 with Restoration Resources for Construction of the Avenue 416 Kings River Bridge Revegetation and Restoration Project
DATE: November 19, 2019

responsible for completing all remaining maintenance work (hand pulling of weeds and general cleanup).

FISCAL IMPACT/FINANCING:

There is No Net County cost.

County Road Funds will continue to be used to fund this project, but will be fully reimbursed by Federal Highway Bridge Program funds.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

This project will promote quality of life by restoring natural habitat and improving the quality of the environment that was impacted by the bridge construction project.

ADMINISTRATIVE SIGN-OFF:



Reed Schenke, P.E.
Director

cc: County Administrative Office

Attachment(s) Attachment A – Vicinity Map
Attachment B – Agreement No. 26967 with Restoration Resources

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF TERMINATE)
AGREEMENT NO. 26967 WITH) Resolution No. _____
RESTORATION RESOURCES FOR)
CONSTRUCTION OF THE AVENUE 416)
KINGS RIVER BRIDGE REVEGETATION)
AND RESTORATION PROJECT)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD NOVEMBER 19, 2019,
BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

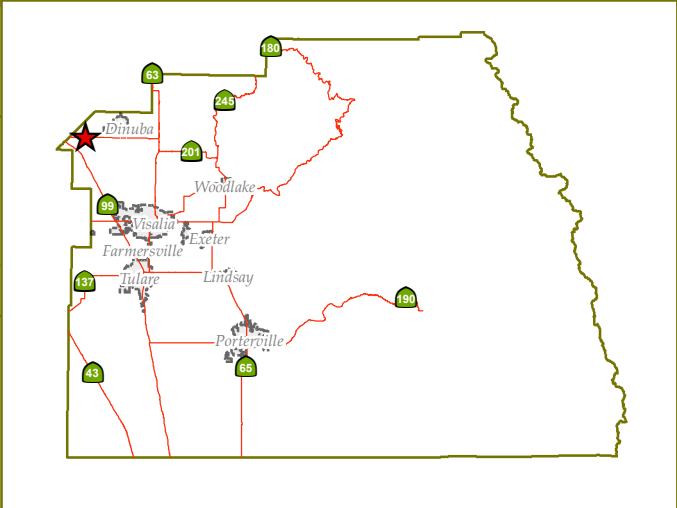
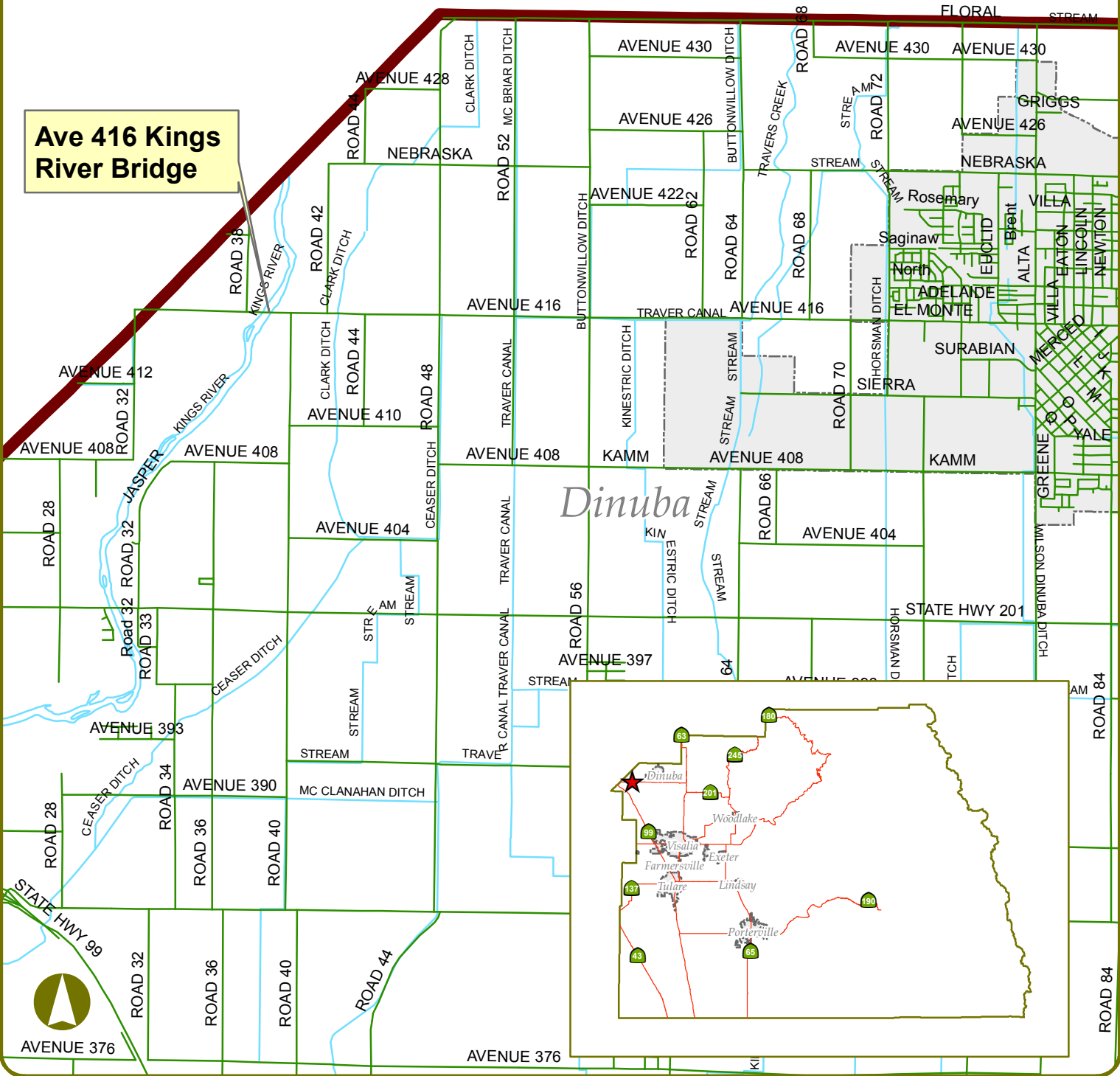
BY: _____
Deputy Clerk

* * * * *

1. Terminated Agreement No. 26967 with Restoration Resources for Construction of the Avenue 416 Kings River Bridge Revegetation and Restoration Project; and
2. Authorized the Chairman to accept all work performed by Restoration Resources through July 31, 2019 as complete; and
3. Directed staff to complete all remaining Project work by Force Account with Restoration Resources' remaining agreement balance of \$35,705.40.

Attachment A - Vicinity Map

Ave 416 Kings River Bridge



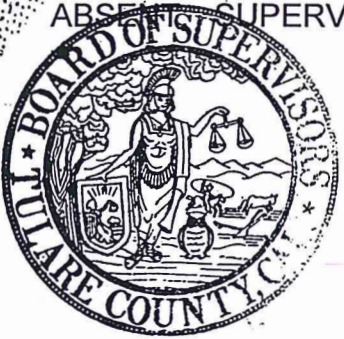
**Attachment B - Agreement No. 26967 with
Restoration Resources**

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF AWARD) CONTRACT FOR CONSTRUCTION) OF AVENUE 416 KINGS RIVER BRIDGE) REVEGETATION AND RESTORATION) PROJECT)	**CORRECTED COPY** Resolution No. 2014-0892 Agreement No. 26967
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UPON MOTION OF SUPERVISOR ENNIS, SECONDED BY SUPERVISOR WORTHLEY, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD DECEMBER 9, 2014, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS VANDER POEL, COX, WORTHLEY AND ENNIS
 NOES: NONE
 ABSTAIN: NONE
 ABSENT: SUPERVISOR ISHIDA



ATTEST: JEAN M. ROUSSEAU
 COUNTY ADMINISTRATIVE OFFICER/
 CLERK, BOARD OF SUPERVISORS

BY: *Daniel A. Ybarra*
 Deputy Clerk

1. Approved and awarded the contract to the lowest responsive and responsible bidder, Sierra View Landscape, Inc., dba Restoration Resources of Rocklin, California, in the amount of \$557,139 for construction of the Avenue 416 Kings River Bridge Revegetation and Restoration Project;
2. Authorized the Chairman to sign the contract after review and approval as to form by County Counsel and upon receipt of certificates of insurance, bonds and evidence that the contractor possesses a valid State Contractors License; and
3. Allowed funds for contingencies in the amount of \$55,714 (10%) to cover unexpected construction conditions.

Corrected Copy
 RMA ✓
 Co. Counsel
 Auditor

DAY
 1/27/15

COUNTY OF TULARE
STATE OF CALIFORNIA

CONTRACT

THIS AGREEMENT, entered into as of this 9th day of December ²⁰¹⁴, by and between the COUNTY OF TULARE, hereinafter referred to as "County", and Sierra View Landscape, Inc., dba Restoration Resources, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, County desires to carry out a project of constructing of RIPARIAN REVEGETATION AND RESTORATION FOR THE AVENUE 416 KINGS RIVER BRIDGE REPLACEMENT PROJECT, (hereinafter referred to as the "Work") in Tulare County.

WHEREAS, Contractor currently holds a valid C27 and PCA license (to implement this restoration plan) from the State of California and is willing and able to perform the Work on the terms and conditions set forth herein; and

WHEREAS, County has offered this project through the statutorily prescribed bidding process, and through such process awarded this Contract to Contractor.

NOW, THEREFORE, BE IT AGREED as follows:

ARTICLE I. For and in consideration of the terms, conditions and covenants hereinafter contained, Contractor will, at his own cost and expense, do all the work and furnish all the materials, except such work or material, if any, which the terms herein specifically provide will be furnished by County, necessary to construct and complete in good workmanlike and substantial manner and to the satisfaction of County's Assistant Director of Public Works or designee, riparian revegetation and restoration for the Avenue 416 Kings River Bridge Replacement Project.

Contractor will furnish such work and material in accordance with the terms and conditions set forth in County's Special Provisions (hereinafter referred to as the "Special Provisions") issued for this contract and project, which Special Provisions are incorporated herein by reference as if set out in full. Further, Contractor will furnish such work and material in accordance with the Standard Specifications dated 2010 (hereinafter referred to as the "Standard Specifications") and the Standard Plans dated 2010 (hereinafter referred to as the "Standard Plans"), issued by the Department of Transportation of the State of California, and the project plans described below, which Standard Specifications, Standard Plans, and project plans are incorporated herein by reference as if set out in full.

The project plans for this project were approved October 7th, 2014 and are entitled:

STATE OF CALIFORNIA; COUNTY OF TULARE
PROJECT PLANS FOR CONSTRUCTION OF

RIPARIAN REVEGETATION AND RESTORATION FOR THE
AVENUE 416 KINGS RIVER BRIDGE REPLACEMENT PROJECT

ARTICLE II. Contractor agrees to receive and accept the following prices as full compensation from County, for furnishing all materials, for doing all the work contemplated and embraced in this Contract, for all costs, losses, or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Board of Supervisors of the County of Tulare, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole

thereof in the manner and according to the Contract Documents as defined in Article XI, and the requirements of the Engineer under them, and in accordance with the bid of Contractor, the terms, conditions, and representations of which bid are incorporated herein by reference as if set out in full:

Item No.	BEES Numbers	Items with Unit Price Written in Words	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	130100	Job Site Management <u>Eleven Thousand Nine Hundred Dollars</u> per lump sum.	LS	1	\$11,900.00	\$11,900.00
2	130300	Prepare Storm Water Pollution Prevention Plan <u>Four Thousand Six Hundred Twenty Dollars</u> per lump sum.	LS	1	\$4,620.00	\$4,620.00
3	130330	Storm Water Annual Report <u>Three Thousand Eight Hundred Fifty Dollars</u> per each.	EA	1	\$3,850.00	\$3,850.00
4	130710	Temporary Construction Entrance <u>Four Thousand Ten Dollars</u> per each.	EA	2	\$4,010.00	\$8,020.00
5	141000	Temporary Fence (Type ESA) <u>Eight Dollars Eighty Five Cents</u> per linear foot.	LF	1,260	\$8.85	\$11,151.00
6	XXXXXX	Site Grading <u>One Dollar Sixty Five Cents</u> per square yard.	SQYD	8,400	\$1.65	\$13,860.00
7	200002	Roadside Clearing <u>Ten Thousand Eight Hundred Fifty Dollars</u> per lump sum.	LS	1	\$10,850.00	\$10,850.00
8	XXXXXX	Prepare Hole <u>Ten Dollars Thirty Cents</u> per each.	EA	6,341	\$10.30	\$65,312.30
9	200122	Weed Germination <u>Three Dollars Sixty Cents</u> per square yard.	SQYD	9,374	\$3.60	\$33,746.40
10	200123	Cultivation <u>Two Dollars Thirty Cents</u> per square yard.	SQYD	9,374	\$2.30	\$21,560.20

11	204020	Plant (Group P) - Plug <u>Eleven Dollars Sixty Cents</u> per each.	EA	5,050	\$11.60	\$58,580.00
12	204035	Plant (Group A) - Gallon <u>Thirty Six Dollars Twenty Five Cents</u> per each.	EA	1,177	\$36.25	\$42,666.25
13	204036	Plant (Group B) – T-P8 <u>Ninety Six Dollars</u> per each.	EA	114	\$96.00	\$10,944.00
14	204099	Plant Establishment Work <u>One Hundred Forty Eight Thousand Dollars</u> per lump sum.	LS	1	\$148,000.00	\$148,000.00
15	210210	Erosion Control (Dry Seed) <u>Ten Cents</u> per square foot.	SQFT	84,368	\$0.10	\$8,436.80
16	210430	Hydroseed <u>Twenty Five Cents</u> per square foot.	SQFT	84,368	\$0.25	\$21,092.00
17	999990	Mobilization <u>Eighty Two Thousand Five Hundred Fifty Dollars</u> per lump sum.	LS	1	\$82,550.00	\$82,550.00

TOTAL (In words and numbers): Five Hundred Fifty Seven Thousand One Hundred Thirty Eight Dollars and Ninety Five Cents; \$557,138.95

(ITEMS IN CONTRACT WILL BE THE SAME AS THOSE IN THE PROPOSAL)

ARTICLE III. Contractor will be licensed as required by law and will be in compliance with the regulations of the Contractors' State License Board. Contractor will possess and maintain a C27 and PCA license for the duration of the project. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9835 Goeth Road, Sacramento, California. Mailing Address: P.O. Box 26000, Sacramento, California 95826. Contractor will also comply with the licensing requirements specified in the "Notice to Bidders" which is specifically incorporated herein by this reference as if set out in full.

ARTICLE IV. Contractor agrees to comply with the prevailing wage laws as set forth in Labor Code sections 1770-1780 unless an applicable federal labor law imposes a higher wage or stricter requirement, in which case the higher wage or stricter requirement will apply, and Contractor agrees to be responsible for the compliance by all subcontractors with Labor Code section 1776 in accordance with Public Contract Code section 6109, with respect to subcontractors which are ineligible to perform work on public works projects pursuant to Labor Code section 1777.1 or 1777.7:

1. Contractor will repay to County any money paid to any such subcontractor allowed to work on this project.
2. Contractor will pay the wages of the workers of any such subcontractor allowed to work on this project.

ARTICLE V. County does hereby engage Contractor as an independent contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions in the Special Provisions which are a part of this contract.

ARTICLE VI. Contractor will neither sell, assign, transfer, convey or encumber this Contract or any right or interest therein or thereunder, or suffer or permit any such sale, assignment, transfer, conveyance or encumbrance to occur by operation of law, without the prior written consent of County.

ARTICLE VII. This Contract may only be amended or modified, as permitted by the Public Contract Code, by written consent to such amendment or modification by each party.

ARTICLE VIII. The termination provisions of the Standard Specifications are incorporated by reference.

ARTICLE IX. Any and all notices or other matters required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom addressed, or in lieu of such personal service, when deposited in the United States mail, certified return receipt requested, addressed as follows:

Engineer: Hernan Beltran, P.E.
 Engineer IV - Construction
 County of Tulare
 5961 South Mooney Boulevard
 Visalia, CA93277

Contractor: Riley Swift - President
 Sierra View Landscape Inc., dba Restoration Resources
 3888 Cincinnati Avenue
 Rocklin, CA 95765

ARTICLE X. Prior to approval of this agreement by the COUNTY, Contractor shall file with the Clerk of the Board of Supervisors, evidence of the insurance in accordance with Section 7-1.06 which outlines the minimum scope, specifications and limits of insurance required under this contract. Additional insured endorsements required as outlined in Section 7-1.06 shall not be used to reduce limits available to County as an additional insured from the Contractor's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this agreement.

ARTICLE XI. The Complete Contract between the parties shall consist of this Contract, Notice to Bidders, the Special Provisions, the 2010 Caltrans Standard Specifications, the project plans, the 2010 Caltrans Standard Plans, the Technical Specifications, all Addenda, and the accepted Proposal to the Board of Supervisors (Bid Proposal) by Contractor, including all statements, bonds, and certificates required to be submitted thereunder. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Complete Contract shall be of no force or effect.

ARTICLE XII. Should there be any conflict between the terms of this Contract and the bid or proposal of Contractor, then this Contract shall control and nothing herein shall be considered as an acceptance of any conflicting terms.

ARTICLE XIII. In lieu of the attorney's notice of approval provided for in Section 8-1.04 of the Standard Specifications, the Engineer will deliver a written Notice to Proceed to the Contractor following execution of the Contract on behalf of the Board of Supervisors. Contractor will begin work within fifteen (15) calendar days after receipt of said notice, in full compliance with said

Section 8-1.04, and will complete the work, excluding plant establishment work, within thirty (30) working days. Contractor will complete all work, including plant establishment work, within one thousand three hundred (1,300) working days. Contractor agrees to pay liquidated damages pursuant to Section 8-1.10 of the Standard Specifications.

ARTICLE XIV. This Contract reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

ARTICLE XV. Unless specifically set forth, the parties to this Contract do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

ARTICLE XVI. This Contract shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

ARTICLE XVII. The failure of either party to insist on strict compliance with any provision of this Contract shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Contract by the other party.

ARTICLE XVIII. The Recitals and the Exhibits to this Contract are fully incorporated into and are integral parts of this Contract.

ARTICLE XIX. This Contract is subject to all applicable laws and regulations. If any provision of this Contract is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Contract to either party is lost, the Contract may be terminated at the option of the affected party. In all other cases the remainder of the Contract shall continue in full force and effect.

ARTICLE XX. Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Contract.

ARTICLE XXI. If a dispute arises out of or relating to this Contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation.

ARTICLE XXII. Contractor acknowledges that this Contract is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, County has an obligation to file a report with the Employment Development Department, which report will include the Contractor's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. Contractor agrees to cooperate with County to make such information available and to complete DE Form 542. Failure to provide the required information may, at County's option, prevent approval of this Contract, or be grounds for termination by County.

ARTICLE XXIII. This Contract represents the entire Contract between Contractor, and County as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Contract may be modified without the written consent of both parties.

ARTICLE XXIV. Contractor expressly understands and agrees that County is dependent upon certain Federal and/or State and/or local funding to pay the services provided in this Contract. If such Federal and/or State and/or local funding is discontinued and/or reduced, County shall have the right to terminate the Contract. In either event, County shall provide Contractor with at least 30 days prior written notice of such termination.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

BOARD OF SUPERVISORS
COUNTY OF TULARE
STATE OF CALIFORNIA

By *J. H. Fubler*
Chairman of the Board
of Supervisors
"County"

By *Riley Liff*

Title *President*

By *Ralph D. Viji*

Title *Secretary of Corporation*

"Contractor"

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

License No. *429252*

Federal Employer Identification

Number *68-0346383*

Dated: *01/22/2015*
APPROVED AS TO FORM,
County Counsel

By: *Jennifer McNichols*
Deputy County Counsel *#20141449*

Premium is for contract term and is subject to adjustments based on final contract price.

Bond No: 12116445
Premium: \$16,429.00

STATUTORY PERFORMANCE BOND PURSUANT TO
California Public Contract Code
Section 20129

KNOW ALL MEN BY THESE PRESENTS:

That Sierra View Landscape Inc dba Restoration Resources (Hereinafter called the Principal), as Principal and The Guarantee Company of North America USA, a corporation organized and existing under the laws of the State of Michigan, with its principal office in the City of Southfield, (hereinafter called the surety), as Surety, are held and firmly bound unto the County of Tulare, (hereinafter called the Obligee) in the amount of Five Hundred Fifty Seven Thousand One Hundred Thirty Eight and 95/100 (\$ 557,138.95), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the 10th day of December, 2014 for construction of RIPARIAN REVEGETATION AND RESTORATION FOR THE AVENUE 416 KINGS RIVER BRIDGE REPLACEMENT PROJECT which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, and conditions of said Agreement during the original term of the Agreement and any extension thereof, with or without notice to the Surety, and during the life of any guarantee required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized extensions or modifications of said contract that may hereafter be made, notice of said extensions or modifications to the Surety being hereby waived; then the above obligation shall be void. Otherwise, said obligation shall remain in full force and effect.

Witness our hands this 10th day of December, 2014.

Sierra View Landscape Inc dba Restoration Resources
Principal Seal

By 

The Guarantee Company of North America USA
Surety Seal

By 
Patricia M. Simas, Attorney-In-Fact

InterWest Insurance Services, Inc.
Agency of Record

Note: Bond surety must be admitted to transact surety insurance in the State of California.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento }

On December 10, 2014 before me, S. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Patricia M. Simas
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

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 the form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: 12/10/14 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Barbara Midstokke, Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Susan Lee, Barbara Beeny, Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler, Melissa D. Diaz, Shawna Johnson, Patricia M. Simas
Interwest Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
- 2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
- 3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
- 4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Sr. Vice President, COO

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 10th day of December, 2014

Randall Musselman, Secretary

Premium is included in the performance bond subject to adjustments based on final contract price.

Bond No: 12116445

STATUTORY PAYMENT BOND PURSUANT TO

California Civil Code
Sections 3247 through 3252

KNOW ALL MEN BY THESE PRESENTS:

That, Sierra View Landscape Inc dba Restoration Resources (Hereinafter called the Principal), as Principal, and The Guarantee Company of North America USA a corporation organized and existing under the laws of the State of Michigan, with its principal office in the City of Southfield, (hereinafter called the Surety), as Surety, are held and firmly bound unto the County of Tulare (hereinafter called the Obligee), in the amount of Five Hundred Fifty Seven Thousand One Hundred Thirty Eight and 95/100 (\$ 557,138.95), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 10th day of Dec., 2014 for construction of RIPARIAN REVEGETATION AND RESTORATION FOR THE AVENUE 416 KINGS RIVER BRIDGE REPLACEMENT PROJECT, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond having been required or the said Principal in order to comply with the provisions of California Civil Code, Sections 3247 through 3252, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Statutory Provisions to the same extent as if they were copied at length herein.

Witness our hands this 10th day of December, 2014.

Sierra View Landscape Inc dba Restoration Resources

Principal Seal

By 

The Guarantee Company of North America USA

Surety Seal

By 
Patricia M. Simas, Attorney-In-Fact

InterWest Insurance Services, Inc.
Agency of Record

3636 American River Drive, 2nd Floor, Sacramento, CA 95864
Agency Address

Note: Bond surety must be admitted to transact surety insurance in the State of California

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento

On December 10, 2014 before me, S. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Patricia M. Simas

Name(s) of Signer(s)

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.



Place Notary Seal Above

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

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 the form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: 12/10/14

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Barbara Midstokke, Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Susan Lee, Barbara Beeny, Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler, Melissa D. Diaz, Shawna Johnson, Patricia M. Simas
Interwest Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
- 2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
- 3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
- 4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Sr. Vice President, COO

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 10th day of December, 2014

Randall Musselman, Secretary

**CERTIFICATION CONCERNING WORKERS'
COMPENSATION INSURANCE**

STATE OF CALIFORNIA)
) SS
COUNTY OF TULARE)

I am 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 I will comply with such provisions before commencing the performance of the work of this Contract.

Date 12/11/2014



CONTRACTOR

RIPARIAN REVEGETATION AND RESTORATION FOR THE AVENUE 416 KINGS RIVER BRIDGE REPLACEMENT PROJECT

CONTRACT DOCUMENT CHECKLIST

The Contractor must deliver to the County with the Contract the following items:

1. The signed Contract (six copies). Each copy of the Contract must be signed by **both the company president or vice president and the company secretary or treasurer** with the Contractor's license number and Federal Employer Identification Number.
2. The Statutory Performance Bond Pursuant to California Public Contract Code Section 20129 and the Statutory Payment Bond Pursuant to California Civil Code Sections 3247 through 3252 (forms included herein), with either County Clerk's certificates or copies of power of attorney.
3. Certification Concerning Workers' Compensation Insurance.
4. Certificate(s) of Insurance in compliance with the requirements of Section 3-1.04 of the special provisions including general liability, automobile and workers' compensation (a sample form is included).
5. Evidence that the Contractor possesses a current, valid state contractor's license required to perform the work under this Contract. A copy of the Contractor's license is sufficient.
6. Local Agency Bidder DBE (Construction Contracts) Information Forms, Exhibit 15-G, and 15-H of the Local Assistance Procedures Manual. These forms shall be submitted prior to contract award per the special provisions.