

ATTACHMENTS FILED WITH
THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
DATE 6/16/10
BY LARISA RICHKINNA

Policy
☒

Consent
☐

Dep't Recomm.:
☐

Policy
☒

Consent
☐

Per Exec. Ofc.:
☐



SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

254



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
5/26/10

SUBJECT: Rancho Jurupa Park Phase 3 Improvement Project – District II

RECOMMENDED MOTION: That the Board approves and:

1. Authorizes the Chair to execute the agreement between the Riverside County Regional Park and Open-Space District (Park District) and Nature Tech Landscaping Inc., Riverside, California, in the amount of \$1,648,000 for the Rancho Jurupa Park Phase 3 Improvement Project; and
2. Authorizes the Memorandum of Understanding (MOU) between the Park District and Economic Development Agency (EDA) for Project Management Services for the Rancho Jurupa Park - Phase 3 Project;
3. Authorizes the Park District General Manager or designee to execute the MOU;
4. Authorizes the Park District General Manager, or designee, to amend the MOU should additional grant funds become available; and
5. Instructs the Clerk of the Board to return four (4) executed copies of the Agreement with Nature Tech Landscaping Inc.

(continued on page 2)

T. Novak

785-Rancho Jurupa Park Phase 3 Agreement w/Nature Tech
Landscaping & MOU w/EDA for Project Mgmt Services

Tracy Novak Assistant Parks Director for
Scott Bangle, General Manager

FINANCIAL DATA	Current F.Y. Total Cost:	\$1,648,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	2010/11

SOURCE OF FUNDS: 2002 Resources Bond Act Roberti-Z'berg-Harris
Program (40%), and Redevelopment Agency-Jurupa Valley (60%)

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:

Alex Gann
Alex Gann

MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT BOARD

On motion of Supervisor Benoit, seconded by Supervisor Buster and duly carried, IT
WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Benoit and Ashley
Nays: None
Absent: Tavaglione and Stone
Date: June 22, 2010
xc: Park District, EDA

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 4/20/10, 13.3

District: II

Agenda Number:

13.1

SUBJECT: Rancho Jurupa Park Phase 3 Improvement Project – District II

BACKGROUND:

On April 20, 2010 (per Board Minute Order 13.3), the Board approved the plans and specifications for the construction of a variety of improvements as part of the Phase 3 Rancho Jurupa Park. The Clerk of the Board advertised for bids. Bids were received and publicly opened by the Clerk on May 19, 2010, with the Clerk receiving eight (8) bids. District staff reviewed the bids, and found the lowest responsive, responsible bidder was submitted by Nature Tech Landscaping Inc., Riverside, California in the amount of \$1,648,000.

Also, the Park District is seeking to construct a variety of improvements at Rancho Jurupa Park. Due to tight funding deadlines and several other projects that will be under construction during the same time, the Park District has asked the Economic Development Agency (EDA) to manage the Rancho Jurupa Park – Phase 3 project. The attached MOU will facilitate the project management.

**COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
AND
REGIONAL PARK AND OPEN-SPACE DISTRICT**

This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into between **The Economic Development Agency (EDA)** and the **Regional Park and Open-Space District (DISTRICT)** to define areas of responsibilities concerning the construction of the DISTRICT's Rancho Jurupa Phase III Project.

I. RESPONSIBILITIES OF EDA, DIVISION OF DESIGN AND CONSTRUCTION

1. The EDA Division of Design and Construction will provide project management services to include the following:
 - a. Assign a project manager to carry out all functions as noted below;
 - b. Develop and manage the project budget and schedules;
 - c. Review all payment applications submitted by contractor during the course of the project;
 - d. Manage the inspection process;
 - e. Coordinate with outside agencies where required;
 - g. Provide full project management during the construction including but not limited to change order management, document management, conduct various meetings and manage the writing of meeting minutes, and provide all close-out procedures. No authorization for change orders will be issued without prior approval of the DISTRICT.
2. During the construction processes the assigned project manager will keep the DISTRICT staff advised on all pertinent issues and will prepare, at defined intervals, necessary reports or documents as may be necessary to meet its obligations to the project.
3. Cost for Services will be charged back to the DISTRICT at an hourly rate as currently approved by the Board. Current rates are:

Project Managers (225 hrs. @ \$134.51/Hr).....	\$30,265
Plan Check Fee.....	\$1,500
EDA Inspection Fee.....	\$25,000
Specialty Inspections and Testing.....	\$40,000
Contingency.....	\$10,000
TOTAL.....	\$106,765

Costs for EDA Management services associated with the project are not-to-exceed \$106,765.00, based on the rates and lump sum fees above. Cost for additional projects or phases of construction will be charged separately under their individual budgets and MOUs.

II. RESPONSIBILITIES OF THE DISTRICT

1. It shall be the responsibility of the DISTRICT to provide the necessary funds required to carry out all activities associated with the project's construction.
2. It shall be the responsibility of the DISTRICT to review all requests for change orders and authorize when appropriate.

III. CHARGE-BACK PROCEDURES

Charge-Back will be conducted as follows:

Each month EDA accounting staff must submit a monthly invoice reflecting a detailed accounting of time charges by each staffer and their function to the DISTRICT. Once the DISTRICT has reviewed and approved the invoice, a copy of the invoice that is stamped and signed by the DISTRICT's selected representative, will be returned to EDA for their documentation. A journal entry may then be arranged between EDA accounting and DISTRICT accounting for incurred costs detailed on the approved invoice.

IV. METHOD, TIME, AND SCHEDULE/CONDITION of PAYMENTS

1. If EDA ceases operation for any period, then no payment will apply for that period. The DISTRICT will reimburse EDA for services provided in accordance with the terms and conditions contained herein, in this MOU.
2. EDA shall be paid forty-five (45) days after timesheets and claim form are received or the next accounting period.
3. Upon issuance of the Notice of Completion, EDA will have forty-five (45) days to submit final invoice for services completed. Invoices received after this period will not be paid.

V. ENTIRE AGREEMENT

This agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as complete and exclusive statement of the provisions therefore. This agreement supersedes and replaces any and all other prior and contemporaneous agreements and understanding, oral or written, in connection with this Agreement.

This may be changed or modified upon written consent of the parties hereto.

VI. TERM

This Agreement shall be effective upon execution and shall continue to issuance of project Notice of Completion unless terminated as provided in this MOU.

EDA acknowledges that this project is on a very tight timeline and that the funding requirements preclude the option of any delays in the work. EDA acknowledges that the District expects the construction activities to be complete by October 31, 2010 and that all paperwork associated with the close-out and issuance of an NOC be completed by November 15, 2010.

VII. TERMINATION

This MOU may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event the DISTRICT elects to terminate the MOU, the DISTRICT shall make payment for all services properly performed up to the date that written notice was given in a prorated amount.

VIII. NOTICE

Any Notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

Regional Park and Open-Space District
Scott Bangle, General Manager
4600 Crestmore Road
Riverside CA. 92509

Economic Development Agency

Robert Field, Director
3403 10th St. Suite 400
Riverside CA. 92507

Now therefore, in consideration of mutual promises, covenants, and considerations herein contained, the Parties hereto mutually agree that they are authorized to sign this agreement on behalf of their respective departments.

Scott Bangle, General Manager

Robert Field, Director

date: _____

date: _____

FORM APPROVED COUNTY COUNSEL
BY Larisa R-Mckenna DATE 6/9/10
LARISA R-MCKENNA

AGREEMENT

Rancho Jurupa Park Phase 3 Improvement Project
PKARC – 083

This Agreement is entered into at Riverside, California on June 22, 2010, and is between the **Riverside County Regional Park and Open-Space District**, hereafter called "**DISTRICT**" and Nature Tech Landscaping, Inc., Riverside, California, hereinafter called "**CONTRACTOR**".

1. **CONTRACTOR** has submitted to the **DISTRICT** its bid for the **Rancho Jurupa Park Phase 3 Improvement Project**, hereafter called "Project," and all appurtenant work in strict accordance with the Contract Documents identified below and the **DISTRICT** has accepted said bid.

2. **CONTRACTOR** has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.

3. Contract Documents: The entire contract consists of the following: (a) this Agreement; (b) the Notice Inviting Bids; (c) the Instructions to Bidders; (d) the Bid Form; (e) the Bid Bond; (f) the Payment Bond; (g) the Performance Bond; (h) all applicable State and Federal requirements; (i) the General Provisions; (j) the Special Provisions (Technical Specifications); (k) Plans and Drawings; (l) any addenda issued for the project; (m) any change orders issued for the project; (n) any additional or supplemental specifications or drawings issued in accordance with the provisions of the Contract Documents; (o) meeting minutes and any field orders. All of these documents are by this reference incorporated herein with like effect as if here set forth in full; and upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Work: **CONTRACTOR** shall do all things necessary to accomplish the work described in the Contract Documents; and shall commence work within fifteen (15) calendar days after receipt of a Notice to Proceed and shall complete the work within one hundred twenty (120) calendar days after its receipt of said Notice.

5. Compensation:

CONTRACTOR shall be paid the following total amount, in the manner set forth in the Contract Documents, the lump sum of:

\$1, 648,000 (One Million Six Hundred Forty-Eight Thousand and 0/100)

The parties have executed this Agreement as of the date set forth on Page 1 of this Agreement.

CONTRACTOR:

COMPANY NAME:

Nature Tech Landscaping, Inc.

BY:

NAME:

LA Siggler

TITLE:

President

OWNER:

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

BY:

Marion Ashley

Marion Ashley
Chairperson, District Board of Directors

ATTEST:

CLERK OF THE BOARD
Kecia Harper-Ihem

BY:

[Signature]



CERTIFICATE OF LIABILITY INSURANCE

OP ID KG
NATUR-3

DATE (MM/DD/YYYY)

05/20/10

PRODUCER Alliant Insurance Services, Inc (Lic-0C36861) 735 Carnegie Drive, Ste 200 San Bernardino CA 92408 Phone: 909-886-9861 Fax: 909-886-2013	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Golden Eagle Insurance Corp	
	INSURER B: James River Insurance Co (CRC)	
	INSURER C: Everest National Ins Co (CYP)	
INSURED Nature Tech Landscaping Inc Marlborough Funding LLC Sundance Landscape Inc 1760 Marlborough Avenue Riverside CA 92507	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	X	GENERAL LIABILITY	CBP8280184	06/17/09	06/17/10	EACH OCCURRENCE	\$ 1,000,000
			COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
			CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
			GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
			POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		X	AUTOMOBILE LIABILITY	BA8280284	06/17/09	06/17/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
			ANY AUTO				BODILY INJURY (Per person)	\$
			ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
			SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
			X HIRED AUTOS					
			X NON-OWNED AUTOS					
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
			ANY AUTO				OTHER THAN EA ACC	\$
							AUTO ONLY: AGG	\$
B	X		EXCESS / UMBRELLA LIABILITY	000312782	06/17/09	06/17/10	EACH OCCURRENCE	\$ 5,000,000
			OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
			DEDUCTIBLE					\$
			X RETENTION \$					\$
C			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7600003021091	07/31/09	07/31/10	X WC STATU-TORY LIMITS	OTH-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A			Property	CBP8280184	06/17/09	06/17/10	See Desc	If Applies
			Equipment Floate	CBP8280184	06/17/09	06/17/10		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Job: Rancho Jurupa Park Phase 3 Improvement Project.
Certholder is add'l insd as respect gen'l liab per end't CG2037 07/04.
*30 day N O C except 10 day for non-payment of premium.

CERTIFICATE HOLDER

RIVERCO Riverside County Regional Park & Open Space District 4600 Crestmore Road Riverside CA 92509	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization for whom a certificate of insurance is on file with the company	Any location at which "you" performed work described in writing in the contract, agreement or permit for a person or organization that has been qualified as an additional insured in this endorsement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



SECURITY BANK
OF CALIFORNIA

PAYMENT INSTRUCTIONS FOR:

Riverside County Regional Park and Open Space District

Project: Rancho Jurupa Park Phase 3 Improvement Project

Contractor: Nature Tech Landscaping, Inc.

CHECKS SHOULD BE MADE PAYABLE TO:

Security Bank of California
Reference: SBOC Escrow Number #5912 on each payment
And send to:
3403 Tenth Street, Suite 100
Riverside, CA 92501

WIRE TRANSFER INSTRUCTIONS:

Credit: Security Bank of California
Further Final Credit: Nature Tech Landscaping, Inc. Escrow #: 5912

**** PLEASE BE SURE TO REFERENCE OUR ESCROW NUMBER TO
ENSURE PROPER CREDIT TO THE CORRECT FILE.****

Thank you.

Security Bank of California Escrow

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

PROJECT NAME: Rancho Jurupa Park Phase 3 Improvement Project

This Escrow Agreement is made this 21 day of May, 2010, and entered into by and between Riverside County Regional Park and Open-Space District, whose address is 4600 Crestmore Rd., Riverside, CA 92509 hereinafter referred to as "Owner" and Nature Tech Landscaping, Inc., whose address is 1760 Marlborough Ave., Riverside, CA 92507 hereinafter referred to as "Contractor"; and **Security Bank of California**, whose address is 3403 Tenth Street, Suite 100, Riverside, CA 92501, hereinafter referred to as "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for Rancho Jurupa Park Phase 3 Improvement Project, in the amount of \$1,648,000.00, dated June 22, 2010 (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, **Escrow No. 5912** and shall designate the Contractor as the beneficial owner.
2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. The Owner, Contractor and Escrow Agent shall determine these expenses and payment terms.
5. The interest earned on the securities, certificates of deposit or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that the Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven (7) days written notice to the Escrow Agent from Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
8. Upon receipt of written notification from the Owner certifying the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Riverside County Regional Park and Open-Space District

Signature: Marion Ashley Date: JUN 22 2010

Name: MARION ASHLEY

Title: CHAIRMAN, BOARD OF SUPERVISORS

Address: _____

On behalf of the Contractor:

Nature Tech Landscaping, Inc.

Signature: Jeff Signer Date: 24 May 10

Name: Jeff Signer

Title: President

Address: 1760 Marlborough Ave
Riverside, CA 92507

On behalf of Escrow Agent:

Security Bank of California

Name: Patricia Meyer

Title: First VP

Signature: [Signature]

Address: 3403 Tenth Street, Suite 830
Riverside, CA 92501

ATTEST:
KECIA HARPER-IHEM, Clerk
[Signature]
DEPUTY

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this agreement.

IN WITNESS WHEREOF, The parties have executed this Agreement by their officers on the date first set forth above.

OWNER:

Riverside County Regional Park and Open-Space District

Name: MARION ASHLEY

Title: CHAIRMAN, BOARD OF SUPERVISORS

Signature: Marion Ashley

ATTEST:

KECIA HARPER-IHEM, Clerk

By Kecia Harper-Ihem
DEPUTY

CONTRACTOR:

Nature Tech Landscaping, Inc.

Name: Jeff Signor

Title: President

Signature: Jeff Signor



CERTIFICATE OF LIABILITY INSURANCE

OP ID KG
NATUR-3DATE (MM/DD/YYYY)
06/10/10

PRODUCER Alliant Insurance Services, Inc (Lic-0C36861) 735 Carnegie Drive, Ste 200 San Bernardino CA 92408 Phone: 909-886-9861 Fax: 909-886-2013		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Nature Tech Landscaping Inc Marlborough Funding LLC Sundance Landscape Inc 1760 Marlborough Avenue Riverside CA 92507		INSURERS AFFORDING COVERAGE INSURER A: Golden Eagle Insurance Corp INSURER B: James River Insurance Co (CRG) INSURER C: Everest National Ins Co (CYP) INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	CBP8280184	06/17/09	06/17/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8280284	06/17/09	06/17/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	X	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	000312782	06/17/09	06/17/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below OTHER <input type="checkbox"/>	7600003021091	07/31/09	07/31/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		Property	CBP8280184	06/17/09	06/17/10	See Desc If Applies
A		Equipment Floate	CBP8280184	06/17/09	06/17/10	

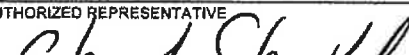
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Job: Rancho Jurupa Park Phase 3 Improvement Project.
Certholder is add'l insd/waiver as respect gen'l liab per end't CG2037 07/04 & GECG602 09/04; add'l insd/waiver as respects auto liab per GECA701 01/07;.
Work Comp Blanket Waiver per end't attached. *Except 10 day for non-payment.
*Null & Voids prior certificate issued 06/10/10.

CERTIFICATE HOLDER

RIVERCO Riverside County Regional Park & Open Space District 4600 Crestmore Road Riverside CA 92509
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE**PERSON OR ORGANIZATION****JOB DESCRIPTION**

ANY PERSON OR ORGANIZATION FOR WHOM BLANKET WAIVER OF SUBROGATION
THE NAMED INSURED HAS AGREED BY
WRITTEN CONTRACT TO FURNISH THIS
WAIVER

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-31-09 Policy No. 7600003021091

Endorsement No. 001

Insured NATURE TECH LANDSCAPING, INC.

Premium \$ INCL.

Insurance Company EVEREST NATIONAL INSURANCE COMPANY

Countersigned By _____

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

POLICY NUMBER: CBP8280184

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization for whom a certificate of insurance is on file with the company	Any location at which "you" performed work described in writing in the contract, agreement or permit for a person or organization that has been qualified as an additional insured in this endorsement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions

Item 2.g. 2) is replaced with the following:

2.g. 2) A watercraft you do not own that is:

- a) less than 50 feet long; and
- b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

SECTION I - COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that:

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Item b. and d. are replaced with:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II-WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
 - a) you have the responsibility of placing insurance for such entity; and
 - b) coverage for the entity is not otherwise more specifically provided; and
 - c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III - LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000. or
- b. The amount shown in the Declarations.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a. is replaced with:

2. Duties In The Event of Occurrence, Offense, Claim or Suit

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
 - 1) How, when and where the "occurrence" or offense took place;
 - 2) The names and addresses of any injured persons and witnesses; and
 - 3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4. b. 1) b) is replaced with:

b. Excess Insurance

- 1) b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. Representations

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10, and Item 11, are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V- DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. Is changed to:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

- 23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- 24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

- 1. Paragraph 2. under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:
 - a. Your ongoing operations performed for that person or organization; or
 - b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision **A.** does not apply:
 - a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
 - b. To "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
 - c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities;
 - d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
 - e. To any person or organization included as an insured under provision **B.** of this endorsement;
 - f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Bond #SB013000034
Premium: \$17,188.00

Executed in Five Counterparts

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

PERFORMANCE BOND

The makers of this bond, Nature Tech Landscaping, Inc., as Principal and CONTRACTOR, and Ullico Casualty Company, a corporation authorized to issue surety bonds in California, as Surety, are held and firmly bound unto the **Riverside County Regional Park and Open-Space District**, hereafter called "DISTRICT", in the sum of \$ One Million Six Hundred Forty-Eight Thousand Only (100% estimated total contract price) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain contract with the DISTRICT dated June 22, 2010, for the construction of the **Rancho Jurupa Park Phase 3 Improvement Project**, in accordance with the Contract Document.

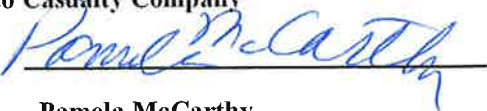
Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the DISTRICT, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms of conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and effect. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

Ullico Casualty Company

BY:



NAME:

Pamela McCarthy

TITLE:

Attorney-in-Fact

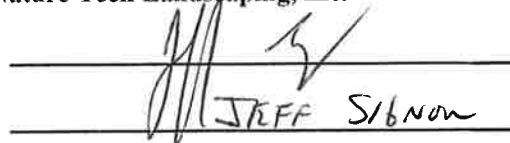
DATE:

June 10, 2010

CONTRACTOR

Nature Tech Landscaping, Inc.

BY:



NAME:

JEFF SIBON

TITLE:

PRESIDENT

DATE:

6-10-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

SS.

On June 10, 2010 before me, Cynthia J. Young, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title _____
☐ Partner -- ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
Other: _____

Signer is Representing: _____

RT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 10/10/10

Date

before me,

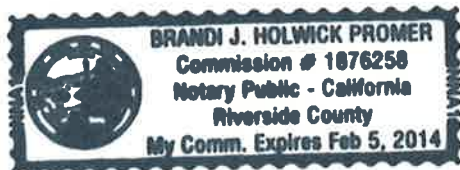
Brandi J. Holwick, Premier Notary Public

Here Insert Name and Title of the Officer

personally appeared

Jeff Signor

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: Brandi J. Holwick

Signature of Notary Public

Place Notary Seal and/or Stamp 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 this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **ULLICO CASUALTY COMPANY** (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: Jay P. Freeman, Pamela McCarthy, Susan C. Monteon, Cynthia J. Young, of **Alliant Insurance Services, Inc.**

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **ULLICO CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this July 16th, 2009.



Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **ULLICO CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public

CATHERINE M. OBRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16th day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10 day of June, 2010

Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company

Executed in Five Counterparts

Bond #SB013000034

Premium included in Performance Bond

PAYMENT BOND

The makers of this bond are Nature Tech Landscaping, Inc., as Principal and Ullico Casualty Company, a corporation authorized to issue surety bonds in California, as Surety. This bond is issued in conjunction with that certain public works contract dated June 22, 2010, between Principal and the **Riverside County Regional Park and Open-Space District** for the total amount payable pursuant to the contract. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT 100% OF THE TOTAL SUM OF THE CONTRACT. The contract is for the public work generally consisting of the **Rancho Jurupa Park Phase 3 Improvement Project**. The beneficiaries of this bond are as stated in Section 3248 of the Civil Code; and the requirements and conditions of this bond are as set forth in Section 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements or amount of compensation, or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

Ullico Casualty Company

BY:

Pamela McCarthy

NAME:

Pamela McCarthy

TITLE:

Attorney-in-Fact

DATE:

June 10, 2010

CONTRACTOR

Nature Tech Landscaping, Inc.

BY:

JEFF SIGNIN

NAME:

TITLE:

PRESIDENT

DATE:

6-10-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

SS.

On June 10, 2010 before me, Cynthia J. Young, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

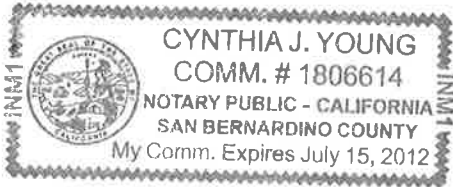
Personally appeared Pamela McCarthy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.



Cynthia J. Young
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.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title _____
☐ Partner -- ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
Other: _____

Signer is Representing: _____

RT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 6/10/10
Date

before me,

Brandi J. Holwick Promer, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Jeff Signor
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: Brandi J. Holwick Promer

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **ULLICO CASUALTY COMPANY** (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: Jay P. Freeman, Pamela McCarthy, Susan C. Monteon, Cynthia J. Young, of **Alliant Insurance Services, Inc.**

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **ULLICO CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this July 16th, 2009.



Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **ULLICO CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public

CATHERINE M. O'BRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16th day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10 day of June, 2010.

Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company

Bond #SB013000034
Premium: \$17,188.00

Executed in Five Counterparts

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

PERFORMANCE BOND

The makers of this bond, Nature Tech Landscaping, Inc., as Principal and CONTRACTOR, and Ullico Casualty Company, a corporation authorized to issue surety bonds in California, as Surety, are held and firmly bound unto the **Riverside County Regional Park and Open-Space District**, hereafter called "DISTRICT", in the sum of \$ One Million Six Hundred Forty-Eight Thousand Only (100% estimated total contract price) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain contract with the DISTRICT dated June 22, 2010, for the construction of the **Rancho Jurupa Park Phase 3 Improvement Project**, in accordance with the Contract Document.

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the DISTRICT, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms of conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and effect. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

Ullico Casualty Company

BY: Pamela McCarthy
NAME: Pamela McCarthy
TITLE: Attorney-in-Fact
DATE: June 10, 2010

CONTRACTOR

Nature Tech Landscaping, Inc.

BY: [Signature]
NAME: JEFF SIMON
TITLE: PRESIDENT
DATE: 6-10-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

SS.

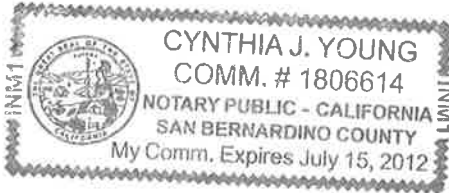
On June 10, 2010 before me, Cynthia J. Young, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Cynthia J. Young
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.

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Document Date: _____ Number of Pages: _____

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual

☐ Corporate Officer

Title _____

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other: _____

Signer is Representing: _____

RT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 6/10/10
Date

before me,

Brandi J Holwick Promer Notary Public
Here Insert Name and Title of the Officer

personally appeared

Jeff Signor
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: Brandi J. Holwick Promer

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **ULLICO CASUALTY COMPANY** (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: Jay P. Freeman, Pamela McCarthy, Susan C. Monteon, Cynthia J. Young, of **Alliant Insurance Services, Inc.**

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **ULLICO CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this July 16th, 2009.



Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **ULLICO CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public

CATHERINE M. O'BRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16th day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10 day of June, 2010.

Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company

Executed in Five Counterparts

Bond #SB013000034

Premium included in Performance Bond

PAYMENT BOND

The makers of this bond are Nature Tech Landscaping, Inc., as Principal and _____ CONTRACTOR, and Ullico Casualty Company, a corporation authorized to issue surety bonds in California, as Surety. This bond is issued in conjunction with that certain public works contract dated June 22, 2010, between Principal and the **Riverside County Regional Park and Open-Space District** for the total amount payable pursuant to the contract. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT 100% OF THE TOTAL SUM OF THE CONTRACT. The contract is for the public work generally consisting of the **Rancho Jurupa Park Phase 3 Improvement Project**. The beneficiaries of this bond are as stated in Section 3248 of the Civil Code; and the requirements and conditions of this bond are as set forth in Section 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements or amount of compensation, or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

Ullico Casualty Company

BY:

Pamela McCarthy

NAME:

Pamela McCarthy

TITLE:

Attorney-in-Fact

DATE:

June 10, 2010

CONTRACTOR

Nature Tech Landscaping, Inc.

BY:

JEFF SIMON

NAME:

TITLE:

PRESIDENT

DATE:

6-10-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

SS.

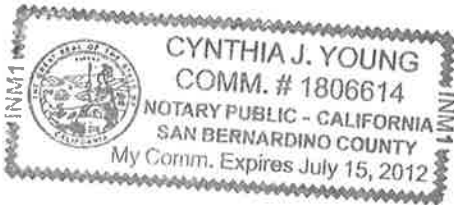
On June 10, 2010 before me, Cynthia J. Young, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Cynthia J. Young
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.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title _____
☐ Partner -- ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
Other: _____

Signer is Representing: _____

RT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 6/10/10

Date

before me,

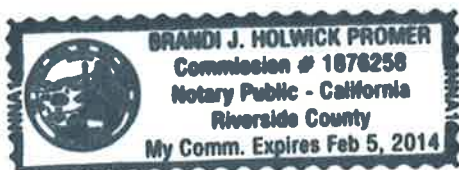
Brandi J. Holwick Promer, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Jeff Signor

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(~~e~~) 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: Brandi J. Holwick Promer

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

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FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

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Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

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Notary Public

CATHERINE M. O'BRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

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Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company

Bond #SB013000034
Premium: \$17,188.00

Executed in Five Counterparts

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

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The condition of this obligation is such that whereas the Principal entered into a certain contract with the DISTRICT dated June 22, 2010, for the construction of the **Rancho Jurupa Park Phase 3 Improvement Project**, in accordance with the Contract Document.

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the DISTRICT, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms of conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and effect. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments


SURETY

Ullico Casualty Company

BY: 
NAME: Pamela McCarthy
TITLE: Attorney-in-Fact
DATE: June 10, 2010

CONTRACTOR

Nature Tech Landscaping, Inc.

BY: 
NAME: JEFF SIMON
TITLE: PRESIDENT
DATE: 6-10-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

SS.

On June 10, 2010 before me, Cynthia J. Young, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Cynthia J. Young
Signature of Notary Public

OPTIONAL

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Document Date: _____ Number of Pages: _____

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Capacity(ies) Claimed by Signer(s)

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Title _____

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other: _____

Signer is Representing: _____

RT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 6/11/10 before me, Brandi J. Holwick, Proper, Notary Public

personally appeared Jeff Signor



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.

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WITNESS my hand and official seal.

Signature: Brandi J. Holwick

Signature of Notary Public

Place Notary Seal and/or Stamp 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 this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **ULLICO CASUALTY COMPANY** (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: Jay P. Freeman, Pamela McCarthy, Susan C. Monteon, Cynthia J. Young, of **Alliant Insurance Services, Inc.**

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **ULLICO CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this July 16th, 2009.


PRESIDENT

Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **ULLICO CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.


Notary Public

CATHERINE M. OBRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16th day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10 day of June, 2010.



Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company

Executed in Five Counterparts

Bond #SB013000034

Premium included in Performance Bond

PAYMENT BOND

The makers of this bond are Nature Tech Landscaping, Inc., as Principal and Ullico Casualty Company, a corporation authorized to issue surety bonds in California, as Surety. This bond is issued in conjunction with that certain public works contract dated June 22, 2010, between Principal and the **Riverside County Regional Park and Open-Space District** for the total amount payable pursuant to the contract. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT 100% OF THE TOTAL SUM OF THE CONTRACT. The contract is for the public work generally consisting of the **Rancho Jurupa Park Phase 3 Improvement Project**. The beneficiaries of this bond are as stated in Section 3248 of the Civil Code; and the requirements and conditions of this bond are as set forth in Section 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements or amount of compensation, or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

Ullico Casualty Company

BY:

Pamela McCarthy

NAME:

Pamela McCarthy

TITLE:

Attorney-in-Fact

DATE:

June 10, 2010

CONTRACTOR

Nature Tech Landscaping, Inc.

BY:

JEFF SIMON

NAME:

TITLE:

PRESIDENT

DATE:

6-10-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

SS.

On June 10, 2010 before me, Cynthia J. Young, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

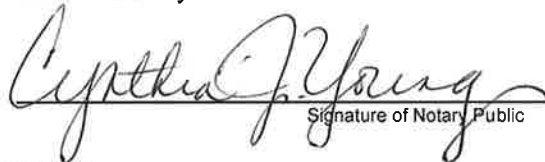
Personally appeared Pamela McCarthy

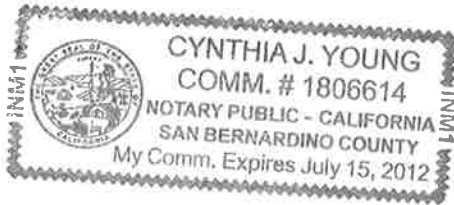
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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

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Document Date: _____ Number of Pages: _____
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Signer's Name: _____

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☐ Corporate Officer
Title _____
☐ Partner -- ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
Other: _____

Signer is Representing: _____

RT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 6/10/10

Date

before me,

Brandi J. Holwick Promer, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Jeff Signer

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.

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WITNESS my hand and official seal.

Signature:

Brandi J. Holwick Promer

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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Signer's Name: _____

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☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

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Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

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IN TESTIMONY WHEREOF, **ULLICO CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this July 16th, 2009.



Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **ULLICO CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public

CATHERINE M. OBRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16th day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10 day of June, 20 10.

Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company

Bond #SB013000034
Premium: \$17,188.00

Executed in Five Counterparts

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

PERFORMANCE BOND

The makers of this bond, Nature Tech Landscaping, Inc., as Principal and CONTRACTOR, and Ullico Casualty Company, a corporation authorized to issue surety bonds in California, as Surety, are held and firmly bound unto the **Riverside County Regional Park and Open-Space District**, hereafter called "DISTRICT", in the sum of \$ One Million Six Hundred Forty-Eight Thousand Only (100% estimated total contract price) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.


The condition of this obligation is such that whereas the Principal entered into a certain contract with the DISTRICT dated June 22, 2010, for the construction of the **Rancho Jurupa Park Phase 3 Improvement Project**, in accordance with the Contract Document.

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the DISTRICT, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms of conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and effect. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

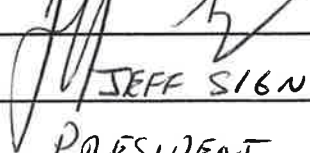
SURETY

Ullico Casualty Company

BY: 
NAME: Pamela McCarthy
TITLE: Attorney-in-Fact
DATE: June 10, 2010

CONTRACTOR

Nature Tech Landscaping, Inc.

BY: 
NAME: JEFF SIGMON
TITLE: PRESIDENT
DATE: 6-10-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

SS.

On June 10, 2010 before me, Cynthia J. Young, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Cynthia J. Young
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.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

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Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Individual

☐ Corporate Officer

Title

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other:

Signer is Representing:

RT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 6/10/10

before me,

Brandi J. Holwick Promer, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Self Signor

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: Brandi J. Holwick Promer

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **ULLICO CASUALTY COMPANY** (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: Jay P. Freeman, Pamela McCarthy, Susan C. Monteon, Cynthia J. Young, of **Alliant Insurance Services, Inc.**

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FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

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President ULLICO Casualty Company, a Delaware Corporation.

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Notary Public

CATHERINE M. OBRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16th day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10 day of June, 2010

Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company

Executed in Five Counterparts

Bond #SB013000034

Premium included in Performance Bond

PAYMENT BOND

The makers of this bond are Nature Tech Landscaping, Inc., as Principal and Ullico Casualty Company, a corporation authorized to issue surety bonds in California, as Surety. This bond is issued in conjunction with that certain public works contract dated June 22, 2010, between Principal and the **Riverside County Regional Park and Open-Space District** for the total amount payable pursuant to the contract. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT 100% OF THE TOTAL SUM OF THE CONTRACT. The contract is for the public work generally consisting of the **Rancho Jurupa Park Phase 3 Improvement Project**. The beneficiaries of this bond are as stated in Section 3248 of the Civil Code; and the requirements and conditions of this bond are as set forth in Section 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements or amount of compensation, or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

Ullico Casualty Company

BY:

Pamela McCarthy

NAME:

Pamela McCarthy

TITLE:

Attorney-in-Fact

DATE:

June 10, 2010

CONTRACTOR

Nature Tech Landscaping, Inc.

BY:

JEFF SIMON

NAME:

TITLE:

PRESIDENT

DATE:

6-10-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

SS.

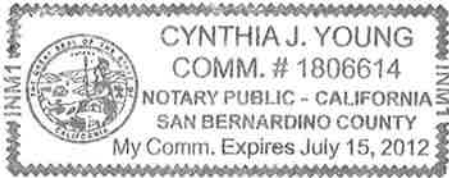
On June 10, 2010 before me, Cynthia J. Young, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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

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☐ Corporate Officer

Title _____

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other: _____

Signer is Representing: _____

RT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 6/11/10

Date

before me,

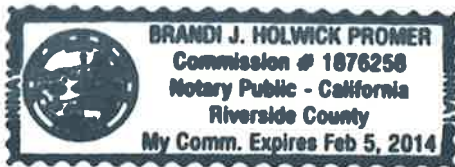
Brandi J. Holwick Promer, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Jeff Signor

Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

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.

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WITNESS my hand and official seal.

Signature:

Brandi J. Holwick Promer

Signature of Notary Public

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☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

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☐ Individual

☐ Partner — ☐ Limited ☐ General

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☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

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Notary Public

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MONTGOMERY COUNTY
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Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company

Bond #SB013000034
Premium: \$17,188.00

Executed in Five Counterparts

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

PERFORMANCE BOND

The makers of this bond, Nature Tech Landscaping, Inc., as Principal and CONTRACTOR, and Ullico Casualty Company, a corporation authorized to issue surety bonds in California, as Surety, are held and firmly bound unto the **Riverside County Regional Park and Open-Space District**, hereafter called "DISTRICT", in the sum of \$ One Million Six Hundred Forty-Eight Thousand Only (100% estimated total contract price) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.


The condition of this obligation is such that whereas the Principal entered into a certain contract with the DISTRICT dated June 22, 2010, for the construction of the **Rancho Jurupa Park Phase 3 Improvement Project**, in accordance with the Contract Document.

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the DISTRICT, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms of conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and effect. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments


SURETY

Ullico Casualty Company

BY: 
NAME: Pamela McCarthy
TITLE: Attorney-in-Fact
DATE: June 10, 2010

CONTRACTOR

Nature Tech Landscaping, Inc.

BY: 
NAME: JEFF SIMON
TITLE: PRESIDENT
DATE: 6-10-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

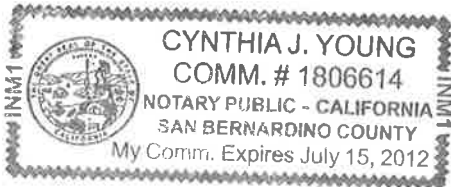
SS.

On June 10, 2010 before me, Cynthia J. Young, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title _____
☐ Partner -- ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
Other: _____

Signer is Representing: _____

RT THUMBPRINT
OF SIGNER

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

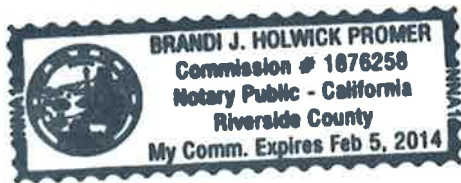
On 6/11/10
Date

before me,

Brandi J. Holwick Promer Notary Public
Here Insert Name and Title of the Officer

personally appeared

Jeff Signor
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: Brandi J. Holwick

Signature of Notary Public

Place Notary Seal and/or Stamp 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 this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____



ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **ULLICO CASUALTY COMPANY** (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: Jay P. Freeman, Pamela McCarthy, Susan C. Monteon, Cynthia J. Young, of **Alliant Insurance Services, Inc.**

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **ULLICO CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this July 16th, 2009.



Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **ULLICO CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public

CATHERINE M. OBRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16th day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10 day of June, 2010.

Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company

Executed in Five Counterparts

Bond #SB013000034

Premium included in Performance Bond

PAYMENT BOND

The makers of this bond are Nature Tech Landscaping, Inc., as Principal and _____ CONTRACTOR, and Ullico Casualty Company, a corporation authorized to issue surety bonds in California, as Surety. This bond is issued in conjunction with that certain public works contract dated June 22, 2010, between Principal and the **Riverside County Regional Park and Open-Space District** for the total amount payable pursuant to the contract. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT 100% OF THE TOTAL SUM OF THE CONTRACT. The contract is for the public work generally consisting of the **Rancho Jurupa Park Phase 3 Improvement Project**. The beneficiaries of this bond are as stated in Section 3248 of the Civil Code; and the requirements and conditions of this bond are as set forth in Section 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements or amount of compensation, or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

Ullico Casualty Company

BY:

Pamela McCarthy

NAME:

Pamela McCarthy

TITLE:

Attorney-in-Fact

DATE:

June 10, 2010

CONTRACTOR

Nature Tech Landscaping, Inc.

BY:

STEVE SIGMON

NAME:

TITLE:

PRESIDENT

DATE:

6-10-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

SS.

On June 10, 2010

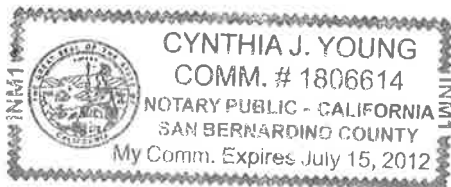
before me, Cynthia J. Young, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Cynthia J. Young
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.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual

☐ Corporate Officer

Title _____

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other: _____

Signer is Representing: _____

RT THUMBPRINT
OF SIGNER

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 6/10/10

Date

before me,

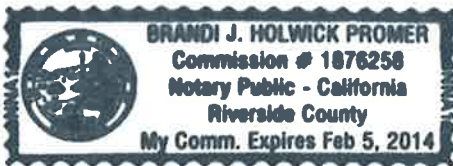
Brandi J. Holwick Promer, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Jeff Singer

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: Brandi J. Holwick Promer

Signature of Notary Public

Place Notary Seal and/or Stamp 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 this form to another document.

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Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **ULLICO CASUALTY COMPANY** (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: Jay P. Freeman, Pamela McCarthy, Susan C. Monteon, Cynthia J. Young, of **Alliant Insurance Services, Inc.**

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$5,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **ULLICO CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this July 16th, 2009.



PRESIDENT

Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **ULLICO CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public

CATHERINE M. OBRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16th day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10 day of June, 2010

Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company