

AGREEMENT

THIS AGREEMENT to furnish assessment district landscape maintenance services for Contract No. 33-2500 in the City of Redlands is made and entered into this 20th day of July, 1999, by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California, hereinafter referred to as "City," and Campesino Landscape, hereinafter referred to as "Contractor," which together are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, Contractor has submitted to City a proposal to provide assessment district landscape maintenance services along public streets located within the city limits of City; and
WHEREAS, the City Council of the City of Redlands has determined that it is in the best interest of City to enter into an agreement for said services on the terms and conditions hereafter set forth;
NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Campesino Landscape agree as follows:

ARTICLE I

TERM OF AGREEMENT AND SCOPE OF SERVICES

- 1.1 **Term of Agreement.** This Agreement shall be for a period of two (2) years commencing on October 1, 1999 and ending on September 30, 2001. The term may be extended by written agreement of both Parties on a year-to-year basis unless terminated pursuant to Article VI of this Agreement.
- 1.2 **Contractor Duties and General Scope of Services.** Contractor shall perform professional landscape maintenance services in accordance with the specifications and special provisions for landscape maintenance, described in the SPECIAL PROVISIONS attached hereto and incorporated herein by this reference and with Contractor's proposal, fact sheet, and backup materials, attached hereto and incorporated herein by reference, (collectively, the "Services") upon public rights-of-way located within the city limits of City.
- 1.3 **Contractor Familiarity with Scope of Services.** By executing this Agreement, Contractor warrants the following: (a) it has thoroughly investigated and considered the Services to be performed; (b) it has investigated the sites where Services will be performed and fully acquainted himself with the conditions there existing; (c) it has carefully considered how Services should be performed; and (d) it fully understands the facilities, difficulties, and restrictions attending performance of Services under this Agreement. Should Contractor discover any latent or unknown conditions materially different from those inherent in Services or as represented by City, Contractor shall immediately inform City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City's Public Works Director.

ARTICLE II

RESPONSIBILITIES OF CONTRACTOR

- 2.1 **Equipment and Labor.** Contractor shall use and furnish at its own expense all labor, equipment, and materials necessary for the satisfactory performance of Services. Contractor shall use standard equipment as necessary in order to perform landscape maintenance along City's public rights-of-way in various areas as shown and specified. The machinery and equipment used by Contractor in the furtherance of this Agreement shall be clean and maintained in proper working conditions at all times.
- 2.2 **Licenses and Permits.** Contractor shall obtain, at its sole cost and expense, all licenses, permits, and approvals required by law for its performance of Services.
- 2.3 **Performance Security.** Concurrent with the execution of this Agreement, Contractor shall provide City with Performance Bond and Payment Bond, satisfactory to City guaranteeing Contractor's performance of Services.

- 2.4 **Schedule.** Contractor shall comply with the schedule for performance of Services attached hereto as LANDSCAPE MAINTENANCE AREA MAPS and incorporated herein by this reference. No landscape maintenance in residential areas shall be started prior to 8:00 am (0800). Any schedule changes shall be as approved in writing by City's Public Works Director.
- 2.5 **Spillage and Clean-up.** Contractor shall take care to prevent spillage on streets over which hauling is done, and any such spillage or debris deposited on streets due to Contractor's operations shall be immediately removed.
- 2.6 **Disposal of Refuse.** Contractor shall dispose of all refuse collected in its performance of Services and legally dispose of the same at Contractor's expense. Any transfer points for storage of refuse must be obtained by Contractor and approved by City's Public Works Director. In no case shall storage within City be in excess of one (1) week.
- 2.7 **Maintenance and Parking of Landscape Maintenance Equipment.** No preventative maintenance other than quick-fix (one hour or less) repairs is authorized within public right-of-way. Contractor's use of City-owned maintenance facilities and equipment is prohibited. Contractor shall provide its own cleanout/wash-down area.
- 2.8 **Additional Work.** In the event City desires to extend its landscape maintenance program to include areas constructed after the effective date of this Agreement, the City reserves the right to increase, decrease, or maintain the bid price for additional services required of the Contractor.
- 2.9 **Reports.** Contractor shall prepare and submit on a quarterly basis during the term of this Agreement, reports in duplicate concerning its performance of Services to City's Public Works Director.
- 2.10 **Standard of Care; Licenses.** Contractor shall perform Services in a skillful and competent manner. Contractor represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform Services. Contractor further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.
- 2.11 **Project Representatives.** Contractor assigns LUIS ZERMENO as its representative who shall coordinate all aspects of Services. Such representative shall be available to City at all reasonable times. Contractor may appoint another person as its representative upon written notice to City.

ARTICLE III **CONTRACTOR EMPLOYEES AND AGENTS**

- 3.1 **Control and Payment of Subordinates.** City retains Contractor on an independent basis, and Contractor is not an employee of City. The personnel performing Services on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services as required by law. Contractor shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes; income tax withholding; unemployment insurance; and workers' compensation insurance.
- 3.2 **Employees.** (A) Employee Roster: Contractor shall maintain and provide to City's Public Works Director, a current roster of all employees operating equipment under the terms of this Agreement within City. The roster shall include the names and social security numbers of the employees. (B) Employee Attire: At all times during the term of this Agreement, Contractor shall require that all employees and agents of Contractor actively engaged in the work upon public rights-of-way be fully clothed in a manner acceptable to City's Public Works Director.

ARTICLE IV

FEES AND PAYMENTS

- 4.1 **Compensation.** Contractor shall receive compensation for Services rendered under this Agreement at the rate stated in the bid proposal. The annual lump sum bid shall be paid in twelve equal monthly installments for all work satisfactorily completed as specified.
- 4.2 **Payment of Compensation.** Contractor shall provide to City a monthly statement within ten (10) working days following the close of each month indicating work completed for which Services were rendered. City shall, within thirty (30) days of receiving such statement from Contractor, review the statement and pay all approved charges thereon. City shall promptly notify Contractor of unapproved charges on the statements.
- 4.3 **Reimbursement of Expenses.** Contractor shall not be reimbursed for any expenses which were not previously authorized in writing by City.

ARTICLE V

INDEMNIFICATION AND INSURANCE

- 5.1 **Indemnification.** All officers, agents, employees, subcontractors, and their agents, who are employed by Contractor to perform Services shall be deemed officers, agents, and employees of Contractor. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incidental to any acts, omissions, or willful misconduct of Contractor arising out of or in connection with Contractor's performance under this Agreement, including without limitation the payment of attorney's fees.
- 5.2 **Insurance.** Contractor shall obtain, and shall require its subcontractors, if applicable, to obtain, insurance of the types and in the amounts described below and in a form satisfactory to City.
 - 5.2.1 **Commercial General Liability Insurance.** Contractor shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.
 - 5.2.2 **Business Vehicle Liability Insurance.** Contractor shall maintain business vehicle liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicle.
 - 5.2.3 **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per accident.
- 5.3 **Additional Insureds.** The insurance shall name City, its elected officials, officers, employees, and agents as additional insureds with respect to Contractor's performance of Services. Such insured status shall contain no special limitations on the scope of its protection to the above listed insureds. All insurance shall be primary with respect to any insurance or self insurance programs covering City, its elected officials, officers, employees, and agents and shall contain standard separation of insured provisions.
- 5.4 **Certificates of Insurance.** Contractor shall, prior to commencement of Services, furnish to City properly executed certificates of insurance, and, if requested by City, certified copies of endorsements and policies, which shall clearly evidence all insurance required by this Section. Contractor shall not allow such insurance to be canceled, expire, or be materially reduced in coverage except upon thirty (30) days prior written notice to City.
- 5.5 **Term of Coverage.** Contractor shall maintain all insurance required by this Agreement during the entire term of this Agreement.
- 5.6 **Licensed Contractor.** Contractor shall place all insurance with insurers having an A.M. Best Company rating of no less than A:VIII and licensed to do business in the State of California.

ARTICLE VI **TERMINATION**

- 6.1 Termination by City.** City, by written notice to Contractor, may terminate this Agreement at any time, with or without cause, by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Contractor shall discontinue all Services on the effective date of termination.

In the event of such termination by City, Contractor shall be paid for Services performed through the date of termination, upon receipt of written documentation by City. No amount shall be paid for anticipated profit on unperformed Services.

- 6.2 Immediate Termination by City.** If Contractor, during the course of performing Services, takes action which constitutes an immediate danger to the public health, safety and general welfare, City may immediately terminate this Agreement by serving written notice upon Contractor. Contractor shall immediately discontinue all Services upon receipt of such notice.

In the event of such termination by City, Contractor shall be paid for Services performed through the date of termination, upon receipt of written documentation by City. No amount shall be paid for anticipated profit on unperformed Services.

- 6.3 Contractor's Termination.** Contractor may not terminate this Agreement except for cause.

- 6.4 Work Product.** If this Agreement is terminated as provided in Article VI, or the time that Contractor completes the work required under this Agreement, City may require Contractor to provide all records prepared or retained by Contractor in connection with the performance of Services.

ARTICLE VII **GENERAL PROVISIONS**

- 7.1 Contractor Performance Review.** Contractor performance may be reviewed by City monthly during the first three (3) months of this Agreement and once quarterly thereafter. Contractor will be notified in writing of the scheduled review time not less than seven (7) calendar days prior to the review date.

- 7.2 Interpretation of Specifications.** In the event that the work to be done or any manner relative thereto is insufficiently detailed or explained by the Specifications, Contractor shall apply to City's Public Works Director for further explanation as may be necessary and shall conform to such explanation or interpretation as may be consistent with the intent of the original Specifications.

- 7.3 Deficient and Unauthorized Work.** All work which is deficient in any of the requirements of the Provisions and Specifications shall be remedied and redone by Contractor in an acceptable manner at its own expense. No compensation will be allowed for any work beyond the Specifications and Provisions established. Upon failure on the part of Contractor to comply forthwith with any order of the Public Works Director made under the Provisions of this Agreement, City's Public Works Director may cause the deficient work to be redone at the expense of Contractor.

- 7.4 Temporary Suspension of Work.** City shall have the authority to suspend the performance of the Services, wholly or in part, for such period as City deems necessary, due to unsuitable weather conditions considered unfavorable for the execution of the Services, or for such time as City may deem necessary due to Contractor's failure to comply with any Provision of this Agreement. Contractor shall immediately comply with the written order of City to suspend the work wholly or in part, and shall not resume the work until ordered to do so in writing by City's Public Works Director.

- 7.5 Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and verbal or written agreements. This Agreement may only be modified by a writing signed by the Parties.

- 7.6 **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Contractor without the prior written consent of City.
- 7.7 **Subcontracts.** Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval of City. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an express assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.
- 7.8 **Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer and shall not discriminate against an employee or applicant for employment with Contractor on the basis of race, color, religion, national origin, ancestry, sex, or age.
- 7.9 **Conflict of Interest.** No officer or employee of City shall have any personal interest, direct or indirect, in this Agreement in violation of any Federal or State law. Contractor warrants that it has not and shall not pay or give any third party any money or other consideration for obtaining this Agreement.
- 7.10 **Attorney's Fees.** If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and any resulting costs.
- 7.11 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 7.12 **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:

City of Redlands
Public Works Department
35 Cajon Street, Suite 222
P O Box 3005
Redlands CA 92373

CONTRACTOR:

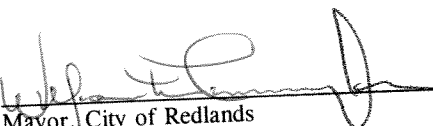
CAMPESINO LANDSCAPE
13023 THICKET PL
CORONA CA, 91719

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the United States Mail, first class postage prepaid, return receipt requested and addressed to the party at its applicable address.

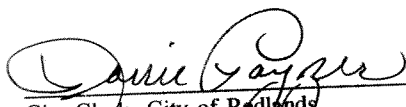
- 7.13 **Scope of Work.** Contractor will furnish all materials and will perform all work to perform the Landscape Maintenance project, complete, all as shown, specified, and made a part of Contract No. 33-2500.
- 7.14 **Contract Documents.** The complete contract includes all of the contract documents set forth herein, to wit; Notice Inviting Bids, Instructions to Bidder, Proposal and Bid Forms, Bid Bond, Agreement, Performance Bond, Payment Bond, Specifications, all referenced specifications, and any Addenda thereto.
- 7.15 **Defense Obligation.** Contractor shall defend City, its elected officials, officers, agents, and employees from and against any and all claims, losses, damages, and causes of action, including death, brought by any person or persons for or on account of any wrongful or negligent act or omission of Contractor, its employees or agents in connection with the performance of Contractor's obligation under this contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate on the date first hereinabove written.

CITY'S SEAL

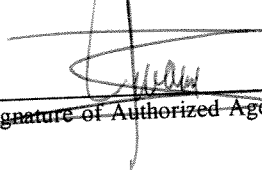
By: 
Mayor, City of Redlands
County of San Bernardino, California

ATTEST:


City Clerk, City of Redlands
County of San Bernardino, California

CAMPESINO LANDSCAPE

Name of Contractor

By: 
Signature of Authorized Agent

PRESIDENT

Signatory's Title

CONTRACTOR'S SEAL

Signature of Authorized Agent (if necessary)

Signatory's Title (if necessary)

CERTIFICATION OF CONTRACTOR'S NON-DISCRIMINATION

As suppliers of goods or services to the City of Redlands, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all Federal, State, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment on the City's Contract No. 33-2500.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.
4. To include any additional information available regarding equal opportunity employment programs now in effect within the company.

CAMPESINO LANDSCAPE

Name of Contractor

By:

Signature of Authorized Agent

PRESIDENT

Signatory's Title

WORKERS' COMPENSATION INSURANCE STATEMENT

I, the undersigned and authorized agent for the Contractor, am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under the City's Contract No. 33-2500.

CAMPESINO LANDSCAPE

Name of Contractor

By:

Signature of Authorized Agent

PRESIDENT

Signatory's Title

Issued in two original counterparts

PERFORMANCE BOND

Bond #CB027637
premium \$896.00

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and Campesino Landscape (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which by said agreement dated July 20, 1999, and identified as Contract No. 33-2500, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to furnish a good and sufficient faithful performance bond with the City.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City in the sum of forty four thousand, eight hundred nine dollars and ninety two cents. dollars (\$ 44,809.92) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, or his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the City, its elected officials, officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety named, on
August 30, _____, 1999.

Campesino Landscape _____ (SEAL)
Principal

By: _____
Signature

National American Insurance Company (SEAL)
Surety

By: _____
Signature George J. Burchfiel, Attorney in Fact

Address: 1010 Manvel, Chandler, Ok 74834

Telephone: (281) 877-9393

(Notarial Acknowledgments of Contractor and Surety)

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } SS.

On AUGUST 30, 1999, before me, VERONICA L. PRATT, NOTARY PUBLIC

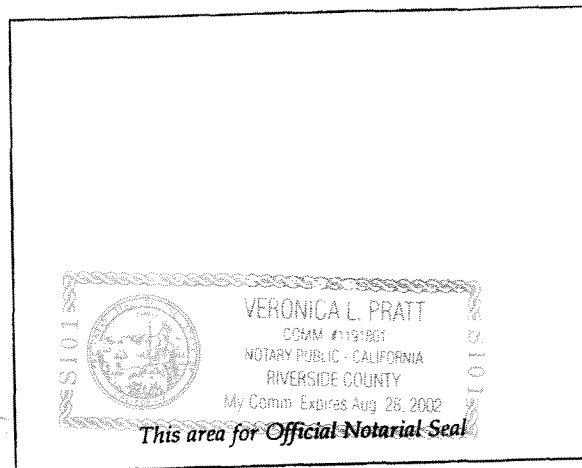
PERSONALLY APPEARED GEORGE J. BURCHFIEL, ATTORNEY IN FACT

personally known to me (or 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.

WITNESS my hand and official seal.

Signature

Veronica L. Pratt



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

PAYMENT BOND

premium included

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and Campesino Landscape (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which by said agreement dated July 20, 1999, and identified as Contract No. 33-2500, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to furnish a good and sufficient labor and materials payment bond with the City to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, materialmen, and any other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California in the sum of forty-four thousand, eight hundred nine dollars and ninety two cents dollars (\$ 44,809.92) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety named, on

August 30, 1999.

Campesino Landscape (SEAL)
Principal

By: [Signature]
Signature

National American Insurance Company (SEAL)
Surety

By: [Signature]
Signature George J. Burchiel, Attorney in Fact

Address: 1010 Manvel, Chandler, Ok 74834

(Notarial Acknowledgments of Contractor and Surety)

Telephone: (281) 877-9393

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } SS.

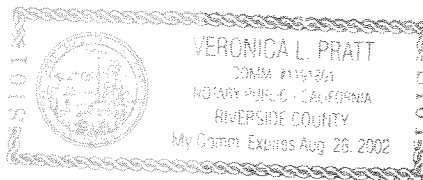
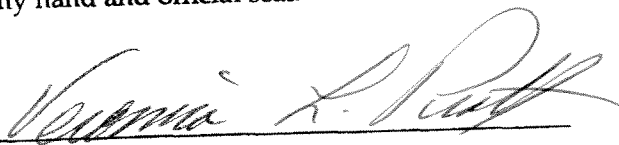
On AUGUST 30, 1999, before me, VERONICA L. PRATT, NOTARY PUBLIC

PERSONALLY APPEARED GEORGE J. BURCHFIEL, ATTORNEY IN FACT

personally known to me (or 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.

WITNESS my hand and official seal.

Signature



This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

NATIONAL AMERICAN INSURANCE COMPANY
OMAHA, NEBRASKA

POWER OF ATTORNEY

PRINCIPAL Camposino Landscape EFFECTIVE DATE 08/30/99
13023 Thicket Place, Corona Ca 91719
(STREET ADDRESS) (CITY) (STATE) (ZIP CODE)
CONTRACT AMOUNT forty four thousand, eight hundred nine AMOUNT OF BOND \$ 44,809.92
dollars and ninety two cents
POWER NO. CB 027637

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Nebraska, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached." National American Insurance Company does hereby make, constitute and appoint GEORGE J. BURCHFIEL, MATTHEW C. WELTY,

OR SUZZANNE D. BURCHFIEL

State of CALIFORNIA

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The obligation of the Company shall not exceed one million (\$1,000,000.00) dollars.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY



W. Brent LaGere
W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 8th day of July, A.D. 1987, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Glenda Miller

Notary Public
My Commission Expires August 31, 1999

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, a Nebraska Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 30th day of August, 1999



Winifred E. Mendenhall
Winifred E. Mendenhall, Assistant Secretary

ACORD CERTIFICATE OF INSURANCE PRODUCER ROBERT E. HARRIS & S. SANDERS COMPANY PO BOX 1528 ARCADIA, CA 91719		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 POLICES BELOW.	
INSURED CAMPESSINO LANDSCAPE JOINT ZEPHYRUS HOA, 13025 THICKET PLACE CORONA, CA 91719		COMPANIES AFFORDING COVERAGE COMPANY A LLOYDS OF LONDON COMPANY B COMPANY C COMPANY D	

COVERAGE: THIS IS TO CERTIFY THAT THE POLICES 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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND COVERAGES OF SUCH POLICES. LIMITS, EXCLUSIONS, DEDUCTIBLES AND COINSURANCE SHALL BE SET FORTH IN EACH POLICY.

CO TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
1	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT	22092122	4/02/99	04/03/00	GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPAIR AGG \$1,000,000 PERSONAL & AUTO INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 MEDICAL (Any one ins) \$ 50,000 MEDICAL (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE \$
	GLASS & MIRROR LIABILITY ☐ ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ STATUTORY LIMITS
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH ACCIDENT \$ POLICY LIMIT \$ EACH EMPLOYEE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☒ EXCL OTHER				

RECEIVED
AUG 15 1999
ROBERT E. HARRIS
INSURANCE AGENCY INC

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERT. HOLDER, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS ARE ADD'L INSURED AS RESPECTS OPERATIONS OF THE NAMED INSURED. INS. IS PRIMARY AND NON CONTRIBUTORY. *10 DAYS NOTICE FOR NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER

CITY OF REDLANDS
DEPT. OF PUBLIC WORKS
PO BOX 3005
REDLANDS, CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD CORPORATION

ACORD. CERTIFICATE OF INSURANCE

August 2, 1999

PRODUCER

John G. Campbell
32475 Clinton Keith Rd. #114
Wildomar, CA 92595
CA Lic#0B11454

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.

COMPANIES AFFORDING COVERAGE

COMPANY A ALLSTATE
COMPANY B
COMPANY C
COMPANY D

INSURED

John Zermeno
DBA: Campesino Landscape
13023 Thicket Place
Corona, CA 91719

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☒ NON-OWNED AUTOS	048036404	7/1/1999	7/1/2000	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE ☐ INCL ☐ EXCL				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Landscape Services

CERTIFICATE HOLDER

Additional Insured:
City of Redlands
P.O.Box 3005
Redlands, CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John G. Campbell

ACORD CERTIFICATE OF INSURANCEDATE (MM/DD/YY)
08/03/99

PRODUCER

ROBERT E. HARRIS
INSURANCE AGENCY, INC.
P.O. BOX 19159
IRVINE, CA 92623-9159THIS 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 POLICES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

CAL COMP.

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

CAMPESSINO LANDSCAPE
JOHN ZERMENO DBA:
13023 THICKET PLACE
CORONA, CA 91719

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☒ EXCL	W99391929	03/18/99	03/18/00	STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE - POLICY LIMIT \$1,000,000 DISEASE - EACH EMPLOYEE \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERT. HOLDER, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS ARE ADD'L
INSURED AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.
*EXCEPT FOR 10 DAYS NOTICE FOR NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER

CITY OF REDLANDS
DEPT. OF PUBLIC WORKS
PO BOX 3005
REDLANDS, CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

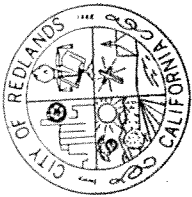
AUTHORIZED REPRESENTATIVE

JL KRAMER

JK A

THIS RECEIPT MUST BE DISPLAYED IN PLACE OF BUSINESS

CITY OF REDLANDS
BUSINESS TAX CERTIFICATE



Classification

LAWN CARE
Location

JOB SITE

Business Tax Number 160830
Expires on 06-30-00

06-31-99

CAMPESINO LANDSCAPE
13023 THICKET PL
CORONA CA 92603

This receipt does not purport to be evidence of qualifications, nor does it authorize or prohibit anything in connection with the conduct of a lawful business or occupation in a lawful manner, nor does it regulate the activities in a field regulated by the State of California.



CENSE NO.

03507 00000

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION

830 K STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-4038

PEST CONTROL BUSINESS LICENSE



THIS LICENSE EXPIRES

December 31, 2000

John Zermeno dba/ Campesino Landscape
13023 Thicket Place
Corona CA 91719

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW

THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE.

Certified Arborist

International Society of Arboriculture

Juan J. Zarnano

Having successfully completed the International Society of Arboriculture

Board of the International Society of Arboriculture,

the above named has been presented as an ISA Certified Arborist



William P. Kistner

Director
International Society of Arboriculture

WC-3178 12/30/01

Certificate Number Expiration Date

State of California

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

CAMPESINO LANDSCAPE



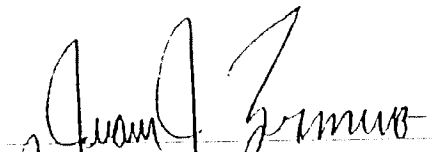
to engage in the business or act in the capacity of a contractor
in the following classification(s):

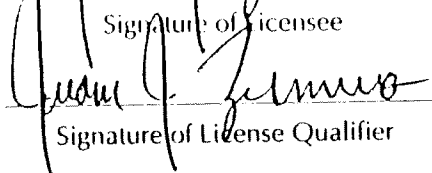
C27 - LANDSCAPING

Witness my hand and seal this day,

May 8, 1998

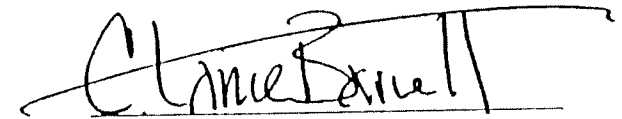
Issued May 7, 1998


Signature of licensee


Signature of License Qualifier

This license is the property of the Registrar of Contractors, is not
transferrable, and shall be returned to the Registrar upon demand
when suspended, revoked, or invalidated for any reason. It becomes
void if not renewed.




C. Lance Barnett, Ph.D.
Registrar of Contractors

749122

License Number