

BOND FOR FAITHFUL PERFORMANCE

**34300**

KNOW ALL MEN BY THESE PRESENTS: THOSE we,  
Greentech Landscape, Inc.  
As PRINCIPAL, and Developers Surety and Indemnity Company Located at \_\_\_\_\_  
500 S Kraemer Blvd, Suite 300, Brea, CA 92821, a corporation, incorporated under the laws of the  
State of Iowa. Admitted as a surety in the State of California and authorized to transact business in the State of California, as  
**SURETY**, are held and firmly bound unto the **CITY OF LONG BEACH, CALIFORNIA**, a municipal corporation, in the sum of  
Four Hundred Thirty One Thousand Two Hundred Thirty & 00/100ths DOLLARS  
(\$431,230.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind  
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference)  
with said City of Long Beach for the Queensway Bay Landscaping Services, Contract #RR16-021. And  
is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements  
and obligations of said contract on said Principal's part to be kept, done and performed, at all times and in the manner specified therein, then  
this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in  
the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any  
extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal  
to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors,  
successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes,  
extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety  
unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact  
premature, and the only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the  
amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with  
all of the formalities required by law on this 6th day of February, 2018.

Greentech Landscape, Inc.  
CONTRACTOR / PRINCIPAL

By: [Signature]  
Name: Cesar Marquez  
Title: President

By: [Signature]  
Name: Cesar Marquez  
Title: Secretary

Approved as to form this 28th day of Feb, 2018  
Charles Parkin, City Attorney  
By: [Signature] Deputy

Developers Surety and Indemnity Company  
SURETY

By: [Signature]  
Name: Shauna Lucero, Attorney-in-Fact  
Title: \_\_\_\_\_

Telephone: 714-784-5539

approved as to sufficiency this 1 day of MAR, 2018  
By: [Signature] City Manager/City Engineer

- Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's certificate must acknowledge execution of this bond Certificate of Acknowledgment must be attached.
- 2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corporate Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

The effective period of this bond shall be from February 1, 2018 to January 31, 2019 This bond shall in no way cover, nor shall the surety be liable for, any act, omission, event or default occurring outside the effective period. This bond may only be renewed by a continuation certificate or renewal certificate and/or rider issued by the surety setting forth new commencement and expiration dates. The surety retains absolute and sole discretion regarding whether, when and under what circumstances to renew this bond and is, under no circumstances, required to do so. The surety's decision to not renew or extend this bond or, upon renewal or extension, to change any bond term or provision (including but limited to the penal sum) shall not, on its own, be deemed an act, omission, event or default entitling obligee to make a claim against the bond. The terms set forth on this bond shall control notwithstanding any contrary or inconsistent language in the contract, which it covers

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )

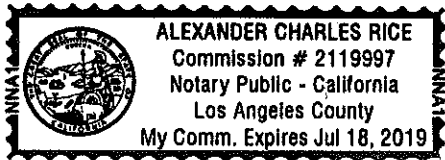
On 02/15/2018 before me, Alexander Charles Rice, a Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Guus Marquez  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

# ACKNOWLEDGMENT

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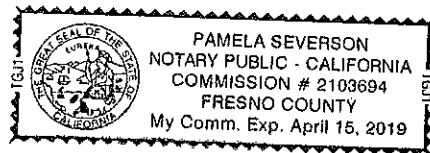
State of California  
County of Fresno )

On 6<sup>th</sup> February 2018 before me, Pamela Severson, Notary Public  
(insert name and title of the officer)

personally appeared Shauna Lucero  
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 Pamela Severson (Seal)

cc: Greentech Landscape

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint: \*\*\*Shauna Lucero\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



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

State of California  
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer

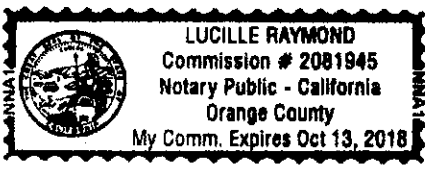
personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

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 *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 6th day of February, 2018.

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary



LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Greentech Landscape, Inc. Developers Surety and Indemnity Company, as PRINCIPAL, and 500 S Kraemer Blvd, Suite 300, Brea, CA 92821, Located at a corporation, incorporated under the laws of the State of IOWA, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Four Hundred Thirty One Thousand Two Hundred Thirty & 00/100ths DOLLARS (\$431,230.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

Whereas, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Queensway Bay Landscaping Services, Contract #RR16-021 and is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, If said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extension thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void.

Provided, that any modifications, alterations, or changes which may be made in said contract, or in any of the work or labor required to be done hereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearance is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in event in an amount of such premature payment.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above named Principal and Surety has executed, or caused to be executed, this instrument with all of the formalities required by law on this 6th day of February, 2017

Greentech Landscape, Inc. CONTRACTOR / PRINCIPAL

Developers Surety and Indemnity Company SURETY, admitted in California

By: [Signature] Name: Eric Marquez Title: President

By: [Signature] Name: Shauna Lucero, Attorney-in-Fact Title:

Telephone: 714-784-5539

By: [Signature] Name: Eric Marquez Title: Secretary

Approved as to form this 28th day Of Feb, 2018

Approved as to sufficiency this 1 day Of MARCH, 2018

CHARLES PARKIN, City Attorney By: [Signature] Norfolk Deputy

By: [Signature] City Manager / City Engineer

- Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's must acknowledge execution of this bond Certificate of acknowledgment must be attached. 2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313 California Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

(To Be Filled in When Surety is a Corporation)

The effective period of this bond shall be from February 1, 2018 to January 31, 2019 This bond shall in no way cover, nor shall the surety be liable for, any act, omission, event or default occurring outside the effective period. This bond may only be renewed by a continuation certificate or renewal certificate and/or rider issued by the surety setting forth new commencement and expiration dates. The surety retains absolute and sole discretion regarding whether, when and under what circumstances to renew this bond and is, under no circumstances, required to do so. The surety's decision to not renew or extend this bond or, upon renewal or extension, to change any bond term or provision (including but limited to the penal sum) shall not, on its own, be deemed an act, omission, event or default entitling obligee to make a claim against the bond. The terms set forth on this bond shall control notwithstanding any contrary or inconsistent language in the contract, which it covers

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )  
County of Los Angeles )

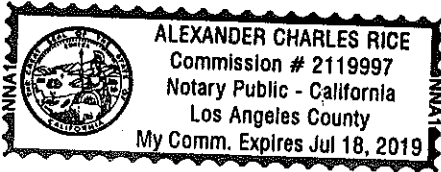
On 02/15/2018 before me, Alexander Charles Rice, a Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Gas Marquez  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## ACKNOWLEDGMENT

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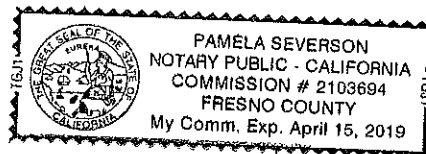
State of California  
County of Fresno )

On 6<sup>th</sup> February 2018 before me, Pamela Severson, Notary Public  
(insert name and title of the officer)

personally appeared Shauna Lucero  
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 Pamela Severson (Seal)

RE: Greentech landscape

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint: \*\*\*Shauna Lucero\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



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State of California  
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Daniel Young and Mark Lansdon  
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 *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 6th day of February, 2018.

By: *Cassie J. Barrisford*  
Cassie J. Barrisford, Assistant Secretary

