

**CONTRACT**

**CASH CONTRACT NO. 11-04  
CDBG PROJECT NO. 601444-10**

**THIS AGREEMENT**, made and concluded in duplicate, this Nineteenth day of July, 2011, between the San Gabriel Redevelopment Agency, party of the first part, and Marina Landscape, Inc. Contractor, party of the second part.

**ARTICLE I:** Witnesseth, that for and in consideration of the payments hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials necessary to complete in a good workmanlike and substantial manner and to the satisfaction of the Board as follows:

**CASH CONTRACT NO. 11-04  
CDBG PROJECT NO. 601444-10**

**SAN GABRIEL BOULEVARD STREETScape PROJECT  
PILOT AREA 2**

as described in the Notice to Contractors, complete and ready for use in accordance with the specifications adopted by the Board.

**ARTICLE II:** The Notice to Contractors, Instructions to Bidders, Contractor's Proposal, and the Specifications, and all amendments thereof when approved by the parties hereto or when required by the Agency in accordance with the provisions of the Specifications, copies of which are attached hereto, are hereby incorporated in and made part of this contract by reference.

**ARTICLE III:** And the said party of the second part agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the elements, or from an unforeseen difficulty or obstruction which may arise or be encountered in the prosecution of the work until its acceptance by the Board, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work; and whole thereof in the manner and according to the plans and specifications and the requirements of the Engineer under them, as set forth in the contract documents thereof:

**CASH CONTRACT NO. 11-04  
CDBG PROJECT NO. 601444-10**

**SAN GABRIEL BOULEVARD STREETSCAPE PROJECT  
PILOT AREA 2**

**ARTICLE IV:** Agency hereby promises and agrees with the Contractor to employ Contractor to provide the materials and to do the work according to the terms and conditions herein contained and for the aforesaid bid amount of \$758,497.75 and hereby contracts to pay the same at the time, and in the manner and upon the conditions set forth in the specifications, and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE V:** Contactor acknowledges the provision of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provision of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract.

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

**CONTRACTOR**

[Signature]  
(must be notarized)  
[Signature]  
(must be notarized)

**SAN GABRIEL REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Chair  
\_\_\_\_\_  
Executive Director  
\_\_\_\_\_  
Secretary

The above bidder is (complete one of the following):

[ ] An individual doing business under his own name.

An individual doing business under the firm name of:

\_\_\_\_\_  
\_\_\_\_\_

[ ] A firm or co-partnership, the name thereof and the names of all individuals or co-partners composing the same being as follows:

Firm Name: \_\_\_\_\_  
\_\_\_\_\_

Members: \_\_\_\_\_  
\_\_\_\_\_

A corporation, the name, state of incorporation, and officers of which are as follows:

Corporation Name: Manina Landscape, Inc.

State of Incorporation: California

Officers: Robert B. Cowan Teri Nguyen  
C. Richard Cowan \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
General Counsel

**DATED:**

\_\_\_\_\_

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

**CONTRACTOR**

[Signature]  
(must be notarized)  
[Signature]  
(must be notarized)

**SAN GABRIEL  
REDEVELOPMENT AGENCY**

[Signature]  
Chair  
[Signature]  
Executive Director  
[Signature]  
Secretary  
Deputy Executive Director

The above bidder is (complete one of the following):

An individual doing business under his own name.

An individual doing business under the firm name of:

\_\_\_\_\_  
\_\_\_\_\_

A firm or co-partnership, the name thereof and the names of all individuals or co-partners composing the same being as follows:

Firm Name: \_\_\_\_\_

Members: \_\_\_\_\_

A corporation, the name, state of incorporation, and officers of which are as follows:

Corporation Name: Marina Landscape Inc.

State of Incorporation: California

Officers: Robert B. Cowan Teri Nguyen  
C. Richard Cowan \_\_\_\_\_

**APPROVED AS TO FORM:**

[Signature]  
General Counsel

DATED: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On July 27, 2011 before me, Kristen Ness, Notary Public  
(Here insert name and title of the officer)

personally appeared Robert B. Cowan

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.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document