

AGREEMENT
FOR
CONSTRUCTION OF LANDFILL MONITORING WELL
BID SCHEDULE "C"

THIS AGREEMENT, made and entered into this 5th day of April, 1988, 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 the "Owner" and Howard Pump, Inc.

a partnership consisting of _____
or an individual trading as _____
of the City of Barstow County of San Bernardino
State of California, hereinafter referred to as the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete Landfill Monitoring Well, Bid Schedule "C", hereinafter called the project, for the consideration set forth in the Proposal and all extra work in connection therewith, under the terms as stated in the General and Supplemental Conditions of the Contract; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Supplemental Conditions of the Contract, the Plans, which include all maps, plans, prints, and other drawings and printed or written explanatory matter thereof, the Specifications and Contract Drawings therefore as prepared by Camp Dresser & McKee Inc., herein entitled the Engineer, and as enumerated in Article 1 of the Supplemental Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before the time specified in the Proposal and to fully complete the project within the time stated therein. The Contractor further agrees to pay, as liquidated damages, the amount of which is established in Article 48 of the Supplementary Conditions for all costs, both direct and indirect to the Owner, due to failure to complete the work under this Contract as hereinafter provided in the General Conditions. Liquidated damages are to be assessed on a calendar day basis for each day of delay in completing the Contract.

The OWNER agrees to pay the CONTRACTOR for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Article 25, "Payments to Contractor", of the General Conditions.

The Contractor agrees to be bound by the "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executed Order 11246)".

2068-119-CS
Redlands, California

IN WITNESS WHEREOF, the parties to these presents have executed this contract in the year and day first above mentioned.

Approved as to form and execution

By: City of Redlands, California

City of Redlands

Carole Beswick
(Signature)

Lorrie Poyzer
(Signature)

Carole Beswick
Mayor, City of Redlands
County of San Bernardino

Lorrie Poyzer
City Clerk

(SEAL)

Howard Pump, Inc.
(Contractor)

281814
(Contractor's License No.)

Mark V. [Signature]
(Signature)

Vice President
(Title)

(SEAL)

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