

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Name Office of the City Clerk
City of Redlands
Street
Address P. O. Box 3005
City & Redlands, California 92373
State

Recorded In Official Records, County of San Bernardino



LARRY WALKER
Auditor/Controller - Recorder

R Regular Mail

Doc#: 2003-0284882



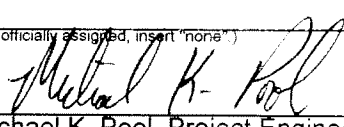
4/30/2003
2:21 PM
L04

Titles:	1	Pages:	1
Fees			0.00
Taxes			0.00
Other			0.00
PAID			\$0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)
Notice is hereby given that:

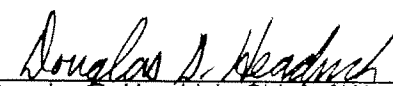
- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
 - The full name of the owner is City of Redlands - Municipal Utilities Department
 - The full address of the owner is P.O. Box 3005
Redlands CA 92373
 - The nature of the interest or estate of the owner is: In fee.
(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or "lessee.")
 - The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
NAMES ADDRESSES
 - A work of improvement on the property hereinafter described was completed on April 14, 2003. The work done was:
Groundwater Monitoring Wells at the California Street Landfill, Project No. 3-0317
 - The name of the contractor, if any, for such work of improvement was: Layne Christensen Company
(If no contractor for work of improvement as a whole, insert "none") February 4, 2003
(Date of Contract)
 - The property on which said work of improvement was completed is in the incorporated area of Redlands
County of San Bernardino, State of California, and is described as follows: 1950 North Nevada Street
 - The Street address of said property is 1950 North Nevada Street
(If no street address has been officially assigned, insert "none")
- Dated: April 23, 2003
Verification for Individual Owner
- 
Michael K. Pool, Project Engineer
Signature of owner or corporate officer of owner names in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the Chief of Water Resources the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 23, 2003, at Redlands, California.
(Date of signature) (City where signed.)


Douglas D. Headrick, Chief of Water Resources
(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of February, 2003, 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 "City" and a partnership consisting Layne Christensen Company of the City of Fontana, County of San Bernardino, State of California, hereinafter referred to as the "Contractor".

WITNESSETH: That the City and the Contractor, for the consideration hereinafter named, agree as follows:

1. **SCOPE OF WORK:** The Contractor will furnish all materials and will perform all of the work for the following:

Construction of Co-Generation Facility, complete all as required by the Contract Documents and Specifications for the **GROUNDWATER MONITORING WELLS AT THE CALIFORNIA STREET LANDFILL, Project No. 3-0317.**

2. **THE CONTRACT SUM:** \$ 179,975 in accordance with the terms and conditions set forth in the Contract Documents.

A. Pursuant to Section 22300 of the California Public Contract Code, Contractor has the option to deposit securities with an Escrow Agent as a substitute for retention of earnings requirement to be withheld by City pursuant to an Escrow Agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The installation and testing of monitoring wells B-1C, B-4C and B-10C under this Contract to be completed by March 21, 2003. The remainder of the work under this Contract to be completed within forty-five (45) calendar days from and after the date of the Notice to Proceed.
4. **LIQUIDATED DAMAGES:** Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor shall pay to the City, or have withheld from monies due it, the sum of **\$500** for each consecutive calendar day in excess of the specified time for completion of Work.

Execution of the Contract shall constitute agreement by the City and Contractor that **\$500** per day is the minimum and actual damage caused by the failure of the Contractor to complete the Work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** The complete contract includes all of the contract documents set forth herein, to wit; Notice Inviting Bids, Instructions to Bidders, Proposals and Bid Form, Bid Bond, Agreement, Faithful Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Conditions, Special Provisions and Specifications and any addenda thereto.

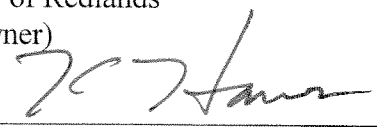
6. **ATTORNEYS' FEES:** In the event any legal action is commenced to enforce or interpret the terms or conditions of the contract documents, the prevailing party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees.
7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by the Contractor in the amount of \$375,000.00 or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, chapter 1, article 1.5 of the Public Contracts Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contracts Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.
8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and any subcontractors agree to abide by California Public Contractor's Code section 6109 and California Labor Code sections 1777.1 and/or 1777.7 and certify that they are not debarred and are eligible to work on this project.
9. **ASSIGNMENT OF AGREEMENT:** No assignment by a party hereto of any rights or interests under this agreement will be binding on another party without the written consent of the party sought to be bound.
10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
11. **SEVERABILITY:** Any provision or part of the contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

(SEAL)

City of Redlands

(Owner)

By: 

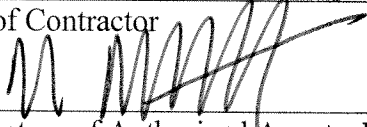
Mayor, City of Redlands, County of
San Bernardino, California

ATTEST:


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

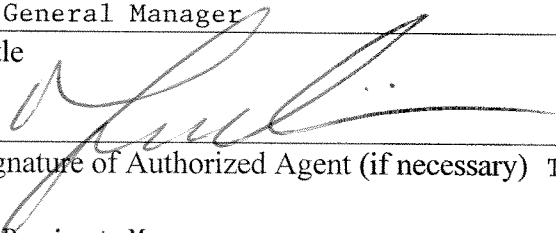
(SEAL)

Layne Christensen Company
Name of Contractor

By: 

Signature of Authorized Agent David D. Singleton

General Manager
Title


Signature of Authorized Agent (if necessary) Timothy S. Cechin:

Project Manager
Title

510011
Contractor's License No.