

RECORDING REQUESTED BY:
PUBLIC WORKS DEPARTMENT
CITY OF REDLANDS

WHEN RECORDED RETURN TO:
CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

CITY OF REDLANDS

PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT is made this 21st day of November, 2011 ("Effective Date") by and between the City of Redlands, a municipal corporation, hereinafter referred to as "City," and Layne Christensen Company, a Delaware corporation, hereinafter referred to as "Developer." City and Developer are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Developer is the owner of property located in the City of Redlands and has received City approval for Building Permit No. B1106581 - Street Improvements at 350 Iowa Street (the "Project"), for which Developer is obligated to construct certain improvements (the "Improvements") as a condition of approval of the Project; and

WHEREAS, City desires to ensure that the Improvements will be constructed in a good and workmanlike manner and in accordance with the City laws; and

WHEREAS, Developer acknowledges that it is familiar with the provisions of the Redlands Municipal Code and agrees to comply therewith; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Definition and Ownership of Improvements. The Improvements include but are not limited to the grading, paving, construction of curbs and gutters, storm drains and sanitary sewers, water lines, utilities, street lights and all appurtenant facilities associated with the Project that are shown in the plans, profiles and specifications that have been prepared by Developer and approved by City, and which are described in Exhibit "A." All Improvements constructed or

installed pursuant to this Agreement shall become the property of City, without payment therefor, upon acceptance of those Improvements by City.

2. Time for Completion. Construction of the Improvements shall be completed within twelve (12) months from the Effective Date of this Agreement. In the event Developer fails to complete construction of the Improvements within that time period, City may require Developer's surety to complete the Improvements, or City may complete construction of the Improvements and recoup its expenses for such work from Developer, or Developer's surety, as hereafter provided.

3. Developer's Obligations to Construct Improvements. Developer shall:

a. Complete the Improvements, at Developer's expense, in conformance with approved Improvement plans provided, however, that the Improvements shall not be deemed to be completed until accepted by City as provided for in Section 18 hereof.

b. Furnish at Developer's expense the necessary materials, provisions and other supplies or equipment used for the Improvements, and a payment bond with respect to such work or labor as required by Civil Code Section 3247, for the completion of the Improvements in conformity with the Improvement Plans.

c. Acquire and dedicate all rights-of-way, easements, and other interests in real property for construction and installation of the Improvements, or pay the cost of acquisition incurred by City. All rights-of-way, easements and other interests in real property shall be free and clear of liens and encumbrances. The Developer's obligations with regard to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be the subject to a separate agreement between Developer and City. Developer shall also be responsible for obtaining any public or private sanitary sewer, drainage, and/or utility easements or authorization to accommodate the Project.

d. Commence construction of the Improvements by the time established in Section 25 of this Agreement and complete the Improvements as required by Section 2, above, unless a time extension is granted by the City.

4. Acquisition and Dedication of Property. If any of the Improvements contemplated by this Agreement are to be constructed or installed on property not owned by City or Developer, no construction or installation shall be commenced before:

a. The offer of dedication to City of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from property owner to allow construction or installation of the Improvements, or

b. The dedication to, and acceptance by, the City of appropriate rights-of-way easements or other interests in real property, as determined by the Municipal Utilities and Engineering Director, or

c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. Developer shall comply in all respects with the order of possession.

Nothing in this Section shall be construed as authorizing or granting an extension of time to Developer.

5. Security. Developer shall at all times guarantee Developer's performance by furnishing to City and maintaining good and sufficient security on forms approved by City for the purposes and in the amounts as follows:

a. To assure faithful performance of the Agreement in an amount of 100% of the estimated cost of the Improvements; and

b. To secure payment to any contractor, subcontractor, person renting equipment, or furnishing labor and materials for the Improvements, a bond in the amount of 100% of the estimated cost of the Improvements; and

c. To guarantee or warranty the Improvements for a period of one (1) year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the additional amount of 25% of the estimate cost of the Improvements; and

d. Good and sufficient security in the amount of 100% of the estimated cost of setting Project monuments as stated previously in this Agreement in Section 3(e) for a period of one year plus thirty (30) days from formal acceptance by the City Council.

e. Additional security as required by the applicable provisions of the Redlands Municipal Code.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents reference in the Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: (1) comply with all the requirements for security in this Agreement, (2) be provided to City Engineer to be filed with the City Clerk, and upon filing (3) be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

6. Alterations to Improvement Plans.

a. Any changes, alterations or additions to the Improvement plans, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Developer shall not relieve the Improvement security given for faithful performance of this Agreement. In the event such changes, alterations or additions exceed 10% of the original estimated cost of the Improvements, Developer shall provide Improvement security for faithful performance as required by Section 5 of Agreement for 100% of the total estimated cost of the

Improvement as changed, altered or amended, minus any completed partial releases allowed by Section 8 of this Agreement.

b. Developer shall construct the Improvements in accordance with City standards in effect at the time of Effective Date of this Agreement. City reserves the right to modify the standards applicable to the Project and this Agreement when necessary to protect the public safety or welfare or comply with applicable Federal or State law or City ordinances. If Developer requests and is granted an extension of time for completion of the Improvements, City may apply the standards in effect at the time of the extension.

7. Inspection. Developer shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation. Upon completion of the Improvements the Developer may request a final inspection by the City Engineer or the City Engineer's authorized representative. If the City Engineer, or the City's designated representative, determines that the work has been completed in accordance with this Agreement, then the designated representative shall certify the completion of the public Improvements to the Municipal Utilities and Engineering Director/City Engineer. No Improvements shall be finally accepted unless all aspects of work have been inspected and completed in accordance with the Improvement plans. When applicable law requires an inspection to be made by the City at a particular stage of the work of constructing and installing such Improvements, City shall be given timely notice of Developer's readiness for such inspection and Developer shall not proceed with additional work until the inspection has been made and the work approved. Developer shall bear all costs of inspection and certification. No improvements shall be deemed completed until acceptance by the City.

8. Release of Securities. The securities required by this Agreement shall be released as follows:

a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection b. hereof.

b. City may release a portion of the security given for faithful performance of Improvement work as the Improvement progresses upon application thereof by Developer; provided, however, that no such release shall be for an amount less than 25% of the total Improvement security given for faithful performance of the Improvement work and that the security shall not be reduced to an amount less than 50% of the total Improvement security given for faithful performance until final completion and acceptance of the Improvements. In no event shall the City Engineer authorize a release of the Improvement security which would reduce the security to an amount below 125% of that required to guarantee completion for the Improvement work and any other obligation imposed by this Agreement.

c. Security given to secure payment to the contractor, subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after the completion and acceptance of the work, be reduced to an amount equal to no less than 125% of the total claimed by all claimants for whom liens have been filed and of which notice has been given to the City,

plus an amount reasonably determined by City to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

d. No security given for the guarantee or warranty for work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Paragraph 12, the warranty period shall not commence until final acceptance of all the work and Improvements by City.

e. The City may retain from any security released, an amount to sufficiently cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

9. Injury to Improvements, Public Property or Public Utilities' Facilities.

a. Developer shall replace or repair, or have replaced or repaired, as the case may be, all public Improvements, public utility facilities and surveying or Project monuments which are destroyed or damaged as a result of any work under this Agreement. Developer shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political Project thereof, or by City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

b. Until such time as the Improvements are accepted by City, Developer shall be responsible for, and bear the risk of loss to, any of the Improvements. Until all Improvements required by this Agreement are fully completed and accepted by City, Developer shall be responsible for the care, maintenance of, and any damage to such Improvements. City shall not, nor shall any officer or employee thereof, be liable to or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Improvements required by this Agreement prior to the completion and acceptance of the Improvements. All such risks shall be the responsibility of and are hereby assumed by Developer.

10. Permits. Developer shall at Developer's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, and give all necessary notices and pay all fees and taxes required by law.

11. Default of Developer.

a. Default of Developer shall include, but not be limited to:

- (1) Developer's failure to timely commence construction of the Improvements;
- (2) Developer's failure to timely complete construction of the Improvements;
- (3) Developer's failure to timely cure any defect in the Improvements;

- (4) Developer's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work;
- (5) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within thirty (30) days;
- (6) The commencement of a foreclosure action against the Project or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (7) Developer's failure to perform any other obligation under this Agreement.

b. City reserves to itself all remedies available to it at law or in equity for breach of Developer's obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by Developer. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for Developer's default shall be measured by the cost of completing the required Improvements. The sums provided by the Improvements security may be used by City for the completion of the Improvements in accordance with the Improvement plans contained herein.

c. In the event of Developer's default under this Agreement, Developer authorizes City to perform such obligation twenty (20) days after mailing written notice of default to Developer and Developer's surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost of damages occasioned City thereby. In such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Developer as may be on the site of the work and necessary for performance of the work.

d. Failure of Developer to comply with the terms of this Agreement shall constitute consent to the filing by City of a notice of violation against all the lots in the Project, or to rescind the approval or otherwise revert the Project to acreage. The remedy provided by this subsection is in addition to, and not in lieu of, other remedies available to City. Developer agrees that the choice of remedy or remedies for Developer's breach shall be in the discretion of City.

e. In the event Developer fails to perform any obligation hereunder, Developer agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys other professionals and court costs.

f. The failure of City to take enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Developer.

12. Warranty. Developer shall guarantee or warranty Improvements for a period of one (1) year after acceptance of the Project by City against any defective work or labor done or defective materials furnished. If within the warranty period any work or Improvement, or part of any work or Improvement done, furnished, installed or constructed by Developer fails to fulfill any of the requirements of this Agreement or the Improvement plans or specifications referred to herein, Developer shall without delay and without cost to City repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly in accordance with this requirement, Developer hereby authorizes City, at City's option to perform the work twenty (20) days after mailing written notice of default to Developer and to Developer's surety, and agrees to pay the cost of such work by City. Should City determine that an urgency requires repairs or replacements to be made before Developer can be notified, City may, in its sole discretion, make the necessary repair or replacement or perform the necessary work and Developer shall pay to City the cost of such repairs.

13. Developer Not Agent or Employee of City. Neither Developer nor Developer's agents, contractors or subcontractors are or shall be considered to be agents or employees of City in connection with the performance of Developer's obligations under this Agreement.

14. Environmental Warranty. Prior to the acceptance of any property dedications or Improvements by City, Developer shall certify and warrant that neither the property to be dedicated nor Developer are in violation of any environmental law and neither the property to be dedicated nor the Developer are subject to any existing, pending, or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither Developer nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. Developer has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Developer's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Developer shall give prompt written notice to City at the address set forth herein of:

a. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

b. Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

c. Developer's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

15. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Developers for the apportionment of costs of the Improvements pursuant to the provisions of the City ordinances providing therefor, nor shall anything in this Agreement commit City to any such apportionment.

16. Developer's Obligation to Warn Public During Construction. Until final acceptance of the Improvements, Developer shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take reasonable actions to protect the public from such dangerous condition.

17. Vesting of Ownership. Upon formal final acceptance of Improvements by City, ownership of the Improvements constructed pursuant to this Agreement shall vest in City.

18. Final Acceptance of Work. Acceptance of work on behalf of City shall be made by the Municipal Utilities and Engineering Director after final completion and inspection of all Improvements. Such acceptance shall not constitute a waiver of defects by City.

19. Compliance with Laws. Developer and its agents, employees, contractors and subcontractors shall comply with all applicable Federal, State and local rules, laws and regulations in constructing the Improvements and including, but not limited to, all applicable Labor Code laws.

20. Insurance.

a. Developer's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Developer for the duration of this Agreement and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. Developer shall provide City with Certificates of Insurance evidencing such insurance concurrent with Developer's execution and delivery of this Agreement to City, for City's approval.

b. Worker's Compensation and Employer's Liability. Developer shall have Worker's Compensation and Employer's Liability insurance in force throughout the duration of the Agreement in an amount which meets statutory requirements.

c. Comprehensive General Liability Insurance. Developer shall secure and maintain in force throughout the duration of the Agreement comprehensive general liability insurance covering all work under this Agreement, including work done by subcontractors, with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy

except upon thirty (30) days prior written notice to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

d. Business Auto Liability Insurance. Developer shall have business auto liability coverage, with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Developer owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy except upon thirty (30) days prior written notice to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

21. Indemnity/Hold Harmless.

a. City or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reasons of the acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement. Developer further shall defend, indemnify and hold harmless from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of City, its officials, boards, commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of or arising out of, in whole or in part, the design or construction of the Improvements. This indemnification and Agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Project, and the public Improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other public Improvements. Acceptance by City of the Improvements shall not constitute an assumption by City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the Improvements pursuant to the approved Improvement plans, regardless of any negligent action or inaction taken by City in approving the plans, unless the particular Improvement design was specifically required by City over written objection by Developer submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

b. After acceptance of the Improvements, Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Developer shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by City of the Improvements. It is the intent of this section that Developer shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or

malfeasance in approving, reviewing, checking, or inspecting any work or construction. The Improvement security shall not be required to cover the provisions of this paragraph.

c. Developer shall reimburse City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs) incurred by City in enforcing the provisions of this section.

22. Personal Nature of Developer's Obligations. All of Developer's obligations under this Agreement are and shall remain the personal obligations of Developer notwithstanding a transfer of all or any part of the property within the Project subject to this Agreement, and Developer shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Project or any other third party without the express written consent of City.

23. Sale or Disposition of Project. Developer may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, Developer may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve Developer of the obligations under Section 22 for the work or Improvements done by Developer.

24. Time is of the Essence. Time is of the essence in the performance of this Agreement.

25. Time for Commencement of Work; Time Extensions. Developer shall commence substantial construction of the Improvements required by this Agreement not later than three (3) months after the Effective Date of this Agreement. In the event good cause exists as determined by the Municipal Utilities and Engineering Director, the time for commencement of construction or completion of the Improvements hereunder may be extended for a period or periods not exceeding a total of two additional years. The extension shall be executed in writing by the Municipal Utilities and Engineering Director. Any such extension may be granted without notice to Developer's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The Municipal Utilities and Engineering Director shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension. Delay, other than delay in the commencement of work, resulting from an act of City, act of God, by storm or inclement weather, strikes, boycotts or similar political actions which prevent the conducting of work, which Developer could not have reasonably foreseen, and furthermore were not caused by or contributed to by Developer, shall constitute good cause for and extension of the time for completion. As a condition of such extension, the Municipal Utilities and Engineering Director may require Developer to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the Municipal Utilities and Engineering Director.

26. Certificate of Satisfaction. The City Manager may, upon the determination of the Municipal Utilities and Engineering Director that Developer has fully satisfied the obligations secured by this Agreement, at the request of Developer, execute and record a Certificate of

Satisfaction in the official records of the County of San Bernardino evidencing Developer's compliance with, and satisfaction of, all obligations under this Agreement. Developer shall be responsible for the payment of all City costs associated with the preparation and recordation of such a certificate.

27. No Vesting of Rights. Performance by Developer of this agreement shall not be construed to vest Developer's rights with respect to any change in any zoning or building law or ordinance.

28. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change is filed with the City:

Notice to City:	Municipal Utilities and Engineering Department Director City of Redlands PO Box 3005 Redlands, CA 92373
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Notice to Developer:	Layne Christensen Company 11001 Etiwanda Avenue Fontana, CA 92337 Attn: Eric Christensen
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29. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

30. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

31. Litigation. In the event that suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

32. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

33. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

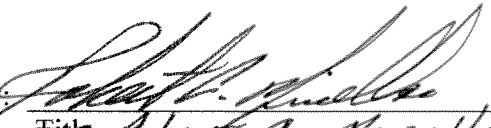
34. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

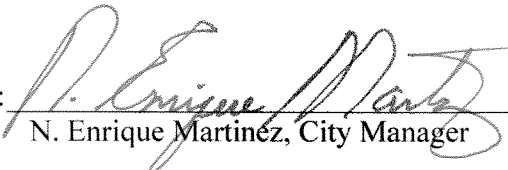
35. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of San Bernardino, State of California.

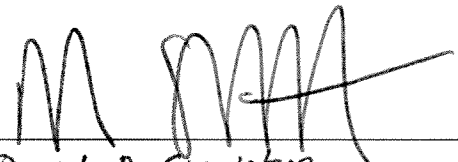
IN WITNESS WHEREOF this agreement is executed by the Parties as of the date herein above first written.

DEVELOPER

CITY OF REDLANDS

By: 
Title Robert C. McNeil
GENERAL MANAGER

By: 
N. Enrique Martinez, City Manager

By: 
Title David D. Singleton
Division President

ATTEST


Sam Irwin, City Clerk

(Notary attachment and proof of authorization for Developer's signatures required and must be attached)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On November 28, 2011 before me, Shellie M. Fox, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert C. Minella and
Name(s) of Signer(s)

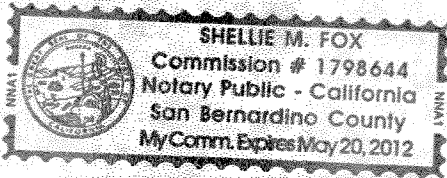
David D. Singleton

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 Shellie M. Fox
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Public Improvement Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CITY OF REDLANDS
PUBLIC IMPROVEMENT AGREEMENT
EXHIBIT "A"

350 IOWA STREET

The following plans are on file in the office of the Municipal Utilities and Engineering Department (MUED):

<u>Description</u>	<u>Drawing No.</u>	<u>Acceptance Date</u>	<u>No. of Sheets</u>
Street Improvement Plans (MUED)	2065-ST	11/16/11	03
Striping Plans (MUED)	2065-TS	11/16/11	01
Street Tree Plans (MUED)	2065-TP	11/16/11	01
Bike Trail Plans (MUED)	2065-MS	TBD	03

CERTIFICATE

The undersigned, Carla J. Ginardi, hereby certifies that she is the duly elected, qualified, and acting assistant secretary of Layne Christensen Company, a Delaware corporation (the "Corporation"), and as such is familiar with the books and records of said Corporation, and does hereby certify the following:

1. David D. Singleton is President of the Water Resources Division of Layne Christensen Company;
2. Robert C. Minella is General Manager of the Western Region of Layne Christensen Company;
3. that David D. Singleton, as Division President, and Robert C. Minella as General Manager, have the authority to sign the Public Improvement Agreement dated as of November 21, 2011, by and between the City of Redlands and Layne Christensen Company; and
4. that the resolutions set forth below were adopted at a meeting of the Board of Directors of said Corporation held on March 30, 2011, that the following is a true and correct copy of such resolutions as they appear in the minute books of the Corporation, and that such resolutions are in full force and effect.

Authority to Enter Into Contracts

WHEREAS, the Board of Directors deems it in the best interests of the Corporation to state the bid, contract and purchase order limits of the various officers and employees of this Corporation.

NOW, THEREFORE, BE IT RESOLVED, that effective as of March 29, 2011 and in lieu of all previous actions of the Board of Directors, the authority of the following officers and employees of this Corporation to (i) accept customer purchase orders and affix the corporate seal thereon; (ii) issue bids and/or enter into contracts with customers; and (iii) enter into contracts with vendors in connection with the sale of this Corporation's products and services and the purchase of supplies and equipment (other than purchases of capital equipment), in the name of and on behalf of this Corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

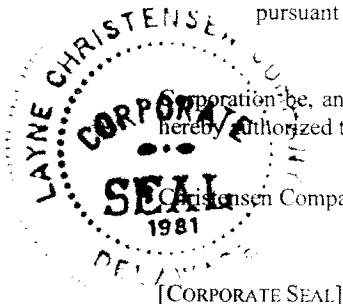
<u>Title</u>	<u>Amount</u>
President, Chief Executive Officer	\$ 25,000,000
Executive Vice President, Chief Operating Officer	\$ 15,000,000
Senior Vice President, Division President	\$ 10,000,000
Vice President, Division Vice President	\$ 5,000,000
General Manager, District Manager	\$ 1,000,000
Business Development Manager, Branch Manager	\$ 500,000
Account Manager	\$ 100,000

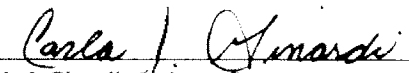
FURTHER RESOLVED, that the president, executive vice president, senior vice president, division president, vice president or division vice president of this Corporation may delegate the authority to enter into contractual commitments which they are authorized to execute pursuant to these resolutions to any other officer, general manager, assistant division manager, district manager or branch manager of this Corporation and may, as requested by any third party, indicate such delegation by addressing a letter or other written document to such third party.

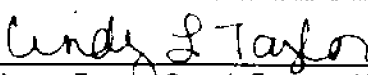
FURTHER RESOLVED, that prior to execution thereof pursuant to the preceding resolution, any contract in excess of the authorized limits granted to the President of the Corporation, must be approved by any two members of the Board of Directors; provided, however, that the execution of any contract in accordance with the preceding resolution may be considered by all third parties to be conclusive evidence that all appropriate authority pursuant to these resolutions has been granted.

FURTHER RESOLVED, that the secretary, any assistant secretary, or any other officer of this Corporation be, and they hereby are, authorized to certify a copy of these resolutions, and any customer of this Corporation is hereby authorized to rely upon said certificate as so presented.

IN WITNESS WHEREOF, Carla J. Ginardi has hereunto set her hand and affixed the corporate seal of Layne Christensen Company this 29th day of November, 2011.




Carla J. Ginardi, Assistant Secretary

STATE OF KANSAS)) SS. COUNTY OF JOHNSON)		
THIS INSTRUMENT WAS ACKNOWLEDGED before me this 29th day of November, 2011, by Carla J. Ginardi, Assistant Secretary of Layne Christensen Company.		
 NOTARY PUBLIC - CINDY L. TAYLOR; My Appointment Expires 04/15/2015		Date: 11/29/2011