

City of Aurora, IL
Layne Christensen Company Professional Services Agreement
March 13, 2020

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated April 14, 2020 and made by and between

City of Aurora, IL
44 East Downer Place
Aurora, IL 60507
(Hereinafter "the City"),

AND

LAYNE CHRISTENSEN COMPANY
(Hereinafter "Contractor"),
a Corporation
with a principal business address at
721 West Illinois Avenue
Aurora, IL 60506

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE CITY AND THE CONTRACTOR AGREES AS FOLLOWS:

1. DEFINITIONS: When capitalized in the Agreement, the following words or phrases shall have the following meanings:

- a) "Agreement" shall mean this Agreement, the conditions of the Agreement, all Schedules of the Agreement, and all Change Orders issued and Task Orders executed after execution of this Agreement.
- b) "City's Site" shall mean the location where the Work shall be performed.
- c) "Change Order" shall mean a document signed by the City and the Contractor and authorizes an addition, deletion, or revision in the work or an adjustment in the Price or the Contract Term, issued on or after the execution of the Agreement.
- d) NOT USED.
- e) "Or Equal" shall be understood to indicate that the "equal" product is the same or better than the product named in the Specifications in function, performance, reliability, quality and general configuration.
- f) "Price" shall mean the price or prices stated in this Agreement and/or the applicable Task Order.
- g) "Specifications" shall mean the specifications, qualities, nature, type, properties, amounts, assortments and other descriptions of and requirements for the Work as stated in the respective Task Order.

h) "Subcontractor" shall mean contractors, suppliers, vendors, and subcontractors of any tier and any other persons or entities contracting directly or indirectly with Contractor for the performance of the Work under this Agreement.

i) "Work" shall mean Services identified in the Specifications.

j) "Work Product" shall mean studies, reports, evaluations, designs, drawings, procedures, specifications, plans and all other documentation and deliverables which are produced or acquired by Contractor for or at the direction of the City pursuant to the applicable Task Order.

2. SCOPE OF WORK AND PROCESS: The Work to be performed by Contractor under this Agreement shall be set forth in individual task orders ("Task Orders"). Upon the request of the City, Contractor shall prepare a Task Order containing an identification of the project ("Project"), description of the Work, compensation to be paid to Contractor for the performance of the Work, any Bonds required for the Work and a proposed schedule for the performance ("Project Schedule") for the Work. This Agreement does not obligate the City to request Work from Contractor, nor does it obligate Contractor to accept orders for Work from the City. Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date will be as set forth in the individual Task Order. Changes to the Task Order shall be made in writing and signed by both parties.

3. TERM: This Agreement shall commence on April 14, 2020 and shall expire on April 13, 2025 unless terminated earlier pursuant to provisions contained herein ("Contract Term"). The City and Contractor may mutually agree to extend the term of this Agreement if the parties agree, in writing, on the terms of such extension prior to the expiration of the initial five (5) year term.

4. REPRESENTATIVES: The City Representative ("City Representative") shall be ***David Schumacher, P.E., Superintendent of Water Production*** or his designee. Contractor's designated representatives shall be ***William Balluff, P.E., Area Manager*** ("Contractor Representative"). Either party may change the name of its designated representative by giving written notice of same. The designated representatives shall be the primary points of contact for the Work but shall not have authority to change the terms of this Agreement.

5. NOT USED.

6. PAYMENT: The City shall pay Contractor for the Work as outlined in the applicable Task Order, inclusive of all sales and use taxes. Work shall be conducted at the rates established in Schedule B with a 5% reduction. A 10% reduction shall be applied to specialized service fees i.e. downhole video survey, Sonar Jet®, Boreblast™, Chemical Treatment Unit, High Pressure Packer, Equipment Rental etc. Schedule B shall be updated annually to account for the Contractor's agreement with Union Local 150 Operating Engineers. Currently, the Local 150 agreement

accounts for an increase in labor wages and fringes on October 1 of each year through 2021. The agreement expires September 30, 2022.

7. PAYMENT TERMS: The City shall pay Contractor invoices per the requirements of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*). If any portion of the Work does not conform to the requirements of this Agreement, a corresponding portion of the price may be withheld by the City until the nonconformity is corrected. The City shall pay the Contractor for the Work as outlined above, inclusive of all sales and use taxes, as the same may be adjusted by Change Order.

8. NOT USED

9. WARRANTIES: Contractor represents, warrants and guarantees that any Work provided under this Agreement shall be: (1) provided in accordance with the Specifications and the requirements of this Agreement; (2) provided in a skillful, workmanlike and professional manner and consistent with generally accepted industry practices and procedures in Contractor's particular area of expertise; (3) constructed from new materials, free from defects in material, workmanship and design, and of proper size and quality; and (4) not manufactured and not priced or sold in violation and not priced or sold in violation of any federal, state or local law, including without limitation those relating to health and safety. These warranties shall survive acceptance of the Work. Contractor warrants that the Work performed under this Agreement conforms to the requirements of this Agreement and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers. Such warranties shall continue for a period of one (1) year from the date of final completion of the Work to be performed under the respective Task Order. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform to any such defect. See specific warranty information in Schedule E, Exhibit 2.

10. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold the City, its elected officials, directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission of Contractor, its employees, agents or subcontractors in the performance of this Contract. Contractor, however, will not be obligated to indemnify the City against liability arising as a result of the City's, or its directors', officers', employees', agents' or other contractors', negligence or intentional misconduct or other liability for which the City has agreed herein to indemnify Contractor.

To the greatest extent allowed by law and public policy, the City agrees to indemnify, defend, and hold Contractor, its directors, officers, employees, and agents harmless from any and all claims, demands, causes of action, liability, or damage to person or property caused solely by the City's negligence or wrongdoing in relating to the services provided under this Contract.

11. LIENS: To the fullest extent permitted by law, Contractor shall take all actions necessary to prevent any Subcontractors from filing any liens against the City or its property, including the City's Site, except when related to the City's failure to make timely payments hereunder. In addition, Contractor shall defend, indemnify and hold harmless the City and any of its property, including the City's Site, from all such liens that are filed.

12. CLAIM FOR DAMAGES:

Regardless of anything to the contrary in any other part of this Agreement, neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise, except in the event that the misconduct which give rise to such a damage claim are fraudulent or willful.

13. NOT USED.

14. NOT USED.

15. CHANGES: City may at any time by a written Change Order notice make changes within the general scope of this Agreement and/or the respective Task Order. If any change results in a material increase or decrease in the cost of the Work or otherwise materially affects this Agreement, the Change Order notice shall include an equitable adjustment in the Price, the schedule and/or any other affected provision. Any objection by Contractor to the proposed equitable adjustment must be asserted within seven (7) business days after receipt of the Change Order Notice. Notwithstanding such objection, if directed by the City, Contractor shall proceed with the change. Contractor shall not proceed with additional work without written authorization from the City.

16. SUSPENSION OR INTERRUPTION OF WORK: The City may direct Contractor, in writing, to suspend or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate. Contractor shall mitigate the costs of such suspension or interruption. The City agrees to reimburse Contractor for those expenses necessarily incurred directly as a result of such suspension or interruption, subject to the City's right to audit Contractor's books and records, except where such suspension or interruption results from Contractor's material noncompliance with the Purchase Agreement.

17. TERMINATION:

a.) For Contractor's Default: In the event of a material default by Contractor in the performance of the Work, the City may, with ten (10) days written notice of termination to Contractor, terminate this Agreement unless Contractor within such ten (10) day period cures such default or, if the default cannot be cured in ten (10) days, and with the City's consent, takes and continues to take substantial steps to cure such default in order to avoid termination.

b.) For City's Default: The Contractor may, with ten (10) days written notice of termination to City, terminate this Agreement for nonpayment of amounts owed under this Agreement for (60) days or longer after such amounts become due, unless City within such ten (10)

day period cures such default or, if the default cannot be cured in ten (10) days, takes and continues to take substantial steps to cure such default. In the event of such termination by Contractor for any reason which is not the fault of Contractor, its subcontractors or their agents or employees or other persons performing portions of the Work under contract with Contractor, Contractor shall be entitled to recover from the City payment for all Work performed through the date of termination.

18. CONFLICT ERRORS; OMISSIONS: In the event Contractor or the City becomes aware of any conflict, error or omission in the documents comprising this Agreement, such party shall bring the discrepancy to the attention of the other party. Such discrepancy shall be resolved by the Contractor or the City, subject to Contractor's or City's right to seek to an equitable increase or decrease in compensation or time of performance.

19. INSPECTIONS AND TESTS: The City may inspect the progress of the Work provided under this Agreement including Services and Work Product performed at Contractor's facilities. If this Agreement, laws, ordinances, rules, regulations or orders of any public authority require any portion of the Services and Work Product to be inspected, tested or approved, Contractor shall give the City reasonable advance notice of completion of such portion of the Services and Work Product and need for inspection, testing and/or approval, and shall not continue with such portion of the Services or modify such portion of the Work Product until such inspection, test or approval is completed. Contractor shall notify the City when, in its opinion, the Services and Work Product is completed. For a reasonable time after delivery and before acceptance, the City shall have the right to inspect and test the Work. The City shall notify Contractor if the Work or parts thereof do not conform to this Agreement. Contractor shall promptly correct, repair or replace all nonconforming Work at its sole expense and shall be responsible for the costs of returning any nonconforming Work. Acceptance and payment by the City shall not relieve Contractor of any of Contractor's duties and obligations.

20. NOT USED

21. THE CITY'S PROPERTY: All tools, dies, jigs, patterns, equipment or material and other items furnished by or paid for by the City, and any replacement thereof, shall remain the property of the City. Such property shall be plainly marked to show it is the property of the City and shall be safely stored apart from other property. Contractor shall not substitute other property for the City's property and shall not use such property except in filling the City's orders. Contractor shall hold such property at its own risk and upon the City's written request shall redeliver the property to the City in the same condition as originally received by Contractor, reasonable wear and tear excepted.

22. INSURANCE: Contractor shall purchase and maintain such insurance as will protect Contractor and the City from claims which may arise out of or result from Contractor's operations under this Agreement. Such insurance shall be written for not less than the coverage and any limits of liability specified in Exhibit C to this agreement, or by state statute, whichever is greater. By requiring insurance specified herein, the City does not represent that such coverage and limits will

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necessarily be adequate to protect Contractor and the City, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities or warranties of Contractor in this Agreement. Certificates of Insurance provided by Contractor shall state that they are Primary Insurance and shall be filed with the City Representative prior to the commencement of the Work. These Certificates shall contain a provision that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City, except ten (10) days notice for non-payment of premium. The City shall be named as an additional primary, non-contributory insured on all policies except workers' compensation and errors and omissions (if applicable).

23. BONDS:

To the extent specified in an executed Task Order issued hereunder, the Contractor shall obtain from a surety authorized to do business in the State or Commonwealth of a surety bond and/or a material and labor bond in the form as set forth in Schedule B. Unless otherwise provided in the Task Order, the City shall pay Contractor for the cost of the bond(s). In such event, said bond(s) shall be delivered to the City prior to the effective date of a Task Order issued hereunder. Said bond(s) shall be renewed annually in each contract year until such time as the Work as specified in a Task Order issued hereunder is Substantially Complete (sufficiently complete in accordance with the Task Order such that the Work can be occupied and/or utilized for its intended use without undue interference). Neither non-renewal by the surety, nor failure or inability of the Contractor to file a performance bond for subsequent terms under this Agreement shall constitute a loss to the surety recoverable under the bond(s).

24. TAXES: Sales Tax Exemption shall be in accordance with the provisions of Schedule D hereof, if applicable.

25. CONFIDENTIAL PROPERTY INFORMATION: Contractor shall be bound by the following confidentiality provisions:

a) In connection with the performance of the Services under this Agreement, the City may disclose to Contractor certain information which may include, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, flow charts, data, computer programs, marketing plans, customer names and other technical, financial or business information, such as negotiations between the parties and discussions relating to the structuring of agreements, pricing, values, plans, prospects and assets of the City. b) Such information whether in written, encoded, graphic or other tangible form, or provided orally, shall be deemed to be confidential and proprietary (hereinafter "Confidential Information") unless it is clearly identified by the City prior to such disclosures as not being confidential or proprietary and Contractor shall use reasonable efforts to keep all such information and data strictly confidential and Contractor shall not purposefully divulge or permit its employees to purposefully divulge any information or data so acquired to any third party. Should the City desire transmission of such information or data to any third party, the City shall specify in advance writing the authorized recipient and any pertinent transmission details. Provided, however, Confidential Information shall not include information: (i) previously

known to Contractor free of any obligations to keep it confidential; (ii) which becomes publicly known through no act of Contractor; (iii) which is rightfully received from a third party who is under no obligation of confidence to either the City or Contractor; (iv) which is independently developed by an employee, agent or contractor of Contractor who did not have any direct or indirect access to the information furnished thereunder; or (v) where disclosure is required by law.

c) Contractor agrees that it shall use same solely for the purpose set forth in this Agreement, and further agrees that it shall not make disclosure of any such Confidential Information to anyone except those of its employees to whom such disclosure is necessary for the purposes authorized by this Agreement. In addition, and not by way of limitation of such obligations:

d) Upon termination of this Agreement, the City, upon request to Contractor, shall be entitled within 30 days of such request to delivery of all tangible information furnished by it, whether contained or stored on tapes, discs, files or otherwise, without cost. Provided, however, Contractor shall be entitled to retain one copy of its files.

e) The confidentiality provisions contained herein shall remain in effect for a period of three (3) years after expiration or termination of the Agreement.

26. OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY: The City shall own the Work Product resulting from or arising out of this Agreement upon Contractor's receipt of full payment hereunder, including work in progress. The Work Product prepared by Contractor is not intended or represented to be suitable for reuse by the City or others on extensions of the project or any other project. Any reuse without prior written verification or adaptation by Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Contractor. Contractor warrants that it will not infringe on the copyright, trademark, patent or trade secrets of any other person or entity in providing the Work under this Agreement.

27. PUBLICITY: Contractor shall not use the City's name nor issue any publicity releases, including but not limited to, news releases and advertising, relating to the Purchase Agreement without the prior written consent of the City.

28. FORCE MAJEURE: Neither party shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to causes beyond its reasonable control, including but not limited to, acts of God, public enemy or government, riots, fires, natural catastrophe or epidemics. In the event of such failure or delay, the date of delivery or performance shall be extended for a period not to exceed the time lost by reason of the failure or delay; provided that the City may terminate this Agreement in accordance with Section 17.b.) hereof if the period of failure or delay exceeds ten (10) days. Each party shall notify the other promptly of any failure or delay in, and the effect on, its performance.

29. ASSIGNMENT: Contractor shall not assign this Agreement, in whole or in part, nor contract with any Subcontractor for the performance of the same or any of its parts, without first obtaining City's written consent, which consent shall not be unreasonably withheld. In the event the City consents to such assignment to a Subcontractor, nothing contained in this Agreement or such

consent shall be construed as creating any contractual relationship between any Subcontractor and the City. Contractor shall be as fully responsible to the City for the acts and omissions of Subcontractors, and of persons employed by it as it is for the acts and omissions of persons directly employed by it. The City's consent shall not be construed as discharging or releasing Contractor in any way from the performance of the work or the fulfillment of any obligation under this Agreement.

30. WORK BY OWNER: The City may be performing work related to the Work with its own forces through separate purchase agreements with other contractors. In such instances, the City reserves the right to coordinate the Work with the work of its forces and the other contractors.

31. CONDITION AT CITY'S SITE: When the proper performance of any part of the Work depends upon other work, whether performed by Contractor or others, Contractor shall verify all necessary dimensions, measurements and equipment that may affect the Work. No adjustment to the Price shall be made for Contractor's failure to comply with this Section.

32. PROTECTION OF PROPERTY AND PERSONS: Equipment or material (including without limitation informational material) furnished by the City and all jigs, fixtures, dies, tools or patterns that the City has paid Contractor for shall, unless otherwise agreed in writing, be the property of the City and shall be returned to the City. Contractor will not use such equipment, material, jigs, fixtures, dies, tools and patterns in any of its business except its business with the City under this or other purchase orders. Contractor shall take all necessary precautions during the progress of the Work to protect all persons and the property of the City and others from injury, loss or damage including, without limiting Contractor's duties, any precautions directed by the City. Contractor shall assume full responsibility for all tools, equipment and materials to be used in connection with the Work.

33. SAFE AND SECURE WORK SITE: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall conduct all Work in compliance with OSHA regulations, the regulations of any other agency having jurisdiction over safety and health. Contractor shall maintain all reasonable safeguards at the City's Site to protect both employees and the public from injury or damage. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor shall comply with any safety, security and site access requirements of the City of which it has been made aware and shall sign a safety declaration if requested by the City. Without limiting Contractor's responsibilities under this Agreement, the City may require Contractor to remove from the City's Site any individual the City deems incompetent or otherwise objectionable, which determination shall be within the reasonable discretion of the City.

34. PREMISES: Contractor shall confine its facilities, materials, tools and equipment on the City's Site in areas specified by the City for that purpose. Contractor shall, during the progress of work and on a daily basis upon completion of the Work, clean up and remove from

the City's Site and from the adjoining premises, driveways and streets all waste materials, rubbish, tools and machinery, and leave the City's Site and adjoining premises, driveways and streets free and clear from all obstructions. Furthermore, at the completion of Work, Contractor shall return the City's Site to its original condition or as otherwise required in the scope of work.

35. THE CITY'S APPROVAL OF PLANS, SPECIFICATIONS AND SCHEDULES: Contractor shall develop and submit for review and approval by the City any procedures, checklists, drawings, specifications and other documentation requested by the City to verify that the Work conforms to this Agreement. Contractor shall not proceed with any part of the Work which requires prior approval by the City until such approval has been obtained.

36. DISPUTE RESOLUTION: The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the City and the Contractor, the disputing party may elect to provide written notice to the other party outlining in detail the basis for the dispute. The other party may elect to respond in writing within thirty (30) days, or such longer period as may be mutually agreed.

37. NOT USED

38. NOTICES: Any notice required under the Agreement shall be in writing and shall be delivered, in person or transmitted by certified mail, return receipt requested, or national courier service providing proof of receipt, to the parties listed below. Either party may update such addresses on written notice to the other party. Notices shall be effective upon receipt.

To the City:

David Schumacher, Superintendent of Water Production
City of Aurora
44 East Downer Place
Aurora, IL 60507

To the Contractor:

Layne Christensen Company
721 W. Illinois Ave.
Aurora, IL 60506

39. INDEPENDENT CONTRACTOR: Contractor shall operate as an independent contractor in the performance of this Agreement and not as an agent or employee of the City.

40. CERTIFIED PAYROLL: Contractor shall submit certified payroll for proceeding month by the 10th day of the subsequent month to the City of Aurora. Certified payroll shall be submitted with each invoice requesting payment from the City.

41. SEVERABILITY: If any provision(s) of this Agreement is found by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision(s) shall be deemed not to be a part of this Agreement and the remaining provisions shall remain in full force and effect.

42. SURVIVAL: The obligations and rights of the parties pursuant to the Assignment, Liens, Warranties, Confidential/Proprietary Information, Indemnification, Dispute Resolution, Publicity and Payment shall survive the expiration or early termination of this Agreement.

43. LAWS; CODES; RULES; REGULATIONS: Contractor and its Subcontractors at their own expense shall obtain all necessary licenses and permits to conduct their businesses and those that are specific to the Work and shall otherwise comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations relating to performance of the Work, including but not limited to safety, environment, labor standards and workers' compensation. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and recordkeeping duties.

44. NON-DISCRIMINATION IN EMPLOYMENT: The City, Contractor and Contractor's Subcontractors (if any) agree to comply fully with the terms, provisions and obligations of the following clauses, as amended and supplemented from time to time, which are incorporated by reference into the Purchase Agreement: The Equal Opportunity Clause required by Executive Order 11246, as amended; Affirmative Action for Disabled Veterans of Vietnam Era Clause as required by the Vietnam Era Veterans Readjustment Assistance Act, and Affirmative Action for Handicapped Workers Clause or regulations issued pursuant to the foregoing, unless exempted by the Secretary of Labor.

45. NO CONTINGENT FEE WARRANTY: Contractor hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. In the event of a breach of this warranty, the City shall have the right to annul this contract without liability or in its discretion to deduct from the moneys due Contractor under this Agreement the full amount of such commission, percentage, brokerage or contingent fee.

46. GOVERNING LAW; JURISDICTION: This Agreement shall be governed by, construed in accordance with and enforced under the laws of the State of Illinois, and venue for any legal disputes shall be proper only in the Circuit Court of Kane County, Illinois.

47. NON WAIVER: The failure of either party in any one or more instances to insist upon the performance of any of the terms or conditions of the Agreement or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions or the future exercise any such right.

48. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to this subject matter and supersedes any and all prior oral or written agreements. This Agreement governs repair and maintenance Work performed by Contractor for the City; any and all construction work performed by Contractor for the City shall be governed by the City's separate and distinct Construction Agreement with Contractor.

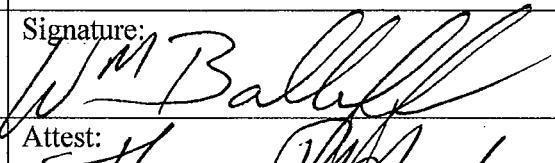
49. EXHIBITS, SCHEDULES AND APPENDICES: The following are attached to and expressly made a part of this Agreement:

- Schedule A – Partial description of services
- Schedule B - Price/Compensation/Rates
- Schedule C – Insurance requirements and example
- Schedule D – Sales Tax Exemption
- Schedule E – Special Conditions
- Exhibit 1 - Task Order
- Exhibit 2 - Layne Qualifications and Services

50. CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions, conditions or utilities on or in the City's job site which were not brought to the attention of Contractor prior to the date of this Agreement and which materially and adversely impair Contractor's ability to meet its obligations under that Task Order will constitute a materially different site condition entitling Contractor, at its option, to terminate that Task Order (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the Contract price and time for performance. Contractor, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Contractor to perform work outside the original scope or beyond its capabilities.

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

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City of Aurora, IL	Layne Christensen Company
Print Name:	Print Name: William Balluff, P.E.
Title:	Title: Area Manager
Signature:	Signature: 
Attest:	Attest: 
Date:	Date: March 13, 2020

SCHEDULE A

DESCRIPTION OF WORK/SPECIFICATIONS

Projects to Include but not limited to:

- Preventative Maintenance Testing on Well and Booster Pumping Equipment
- Single-Source Contracting
- Operation and Maintenance Services
- Well and booster pump removal, inspection, repair, and reinstallation
- Downhole Video Services
- Well Rehabilitation (Chemical and Mechanical)
- Pumping Equipment
- Pump Repair and Maintenance Service
- Well Siting Services
- Well Abandonment Services

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SCHEDE B



Layne Christensen Company

721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941

618 Dixie Highway, P.O. Box 489, Beecher, IL 60401; Phone (708) 946-2244

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SCHEDULE B

Purchaser: CITY OF AURORA, IL

Job Location: _____

SERVICE RATES - EFFECTIVE OCTOBER 1, 2018

	Straight Time		Overtime	Doubletime
	Per Hr.	8 Hr. Day	Per Hr.	Per Hr.
Serviceman w/hand tools	193.00	1544.00	289.50	386.00
Serviceman w/service truck and hand tools, or welder	222.00	1776.00	318.50	415.00
Helper	157.00	1256.00	235.50	314.00
Serviceman and 1 Helper	350.00	2800.00	525.00	700.00
<u>Small Rig or Winch Truck (\$48.00)</u>				
1 Man Crew	241.00	1928.00	337.50	434.00
2 Man Crew	398.00	3184.00	573.00	748.00
3 Man Crew	555.00	4440.00	808.50	1062.00
<u>Middle Rig, Large Hoist or Flatbed Crane (\$64.00)</u>				
1 Man Crew	257.00	2056.00	353.50	450.00
2 Man Crew	414.00	3312.00	589.00	764.00
3 Man Crew	571.00	4568.00	824.50	1078.00
<u>Big Rig, Large Hoist and Poles, or Large Crane (\$105.00)</u>				
1 Man Crew	298.00	2384.00	394.50	491.00
2 Man Crew	455.00	3640.00	630.00	805.00
3 Man Crew	612.00	4896.00	865.50	1119.00
4 Man Crew	769.00	6152.00	1101.00	1433.00
Power Tong Usage, per 8 hour shift		460.00		
<u>Machine Shop/Yard Labor and Equipment</u>				
Machinist and Equipment	187.00	1496.00	272.00	357.00
12" Threading Machine and Operator	213.00	1704.00	298.00	383.00
Serviceman w/hand tools	170.00	1360.00	255.00	340.00
Helper	155.00	1240.00	232.50	310.00
Sandblast Equipment and 2 man crew	373.00	2984.00	535.50	698.00

Mileage: Auto: \$0.55 Pickup: \$0.70 1-Ton: \$1.00 2-1/2 Ton Flatbed: \$2.10 Semi-Tractor: \$2.75

Subsistence-Per Man: Over 55 miles radius from home office.....\$65.00 + Hotel

REMARKS:

Work Authorized on Behalf of Purchaser By: _____

Date: _____

Title: _____

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SCHEDEULE C

INSURANCE REQUIREMENTS

Example certificates furnished below



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0C3661	1-415-403-1491	CONTACT NAME: Kimberly Leikam
Allicant Insurance Services, Inc.		PHONE: 415-403-1491
100 Dime Street, 11th Floor		FAX (ADD. NO.): 415-874-4818
San Francisco, CA 94111		EMAIL: kleikam@allicant.com
INSURED		INSURERS AFFORDED COVERAGE
Layne Christensen Company		INSURER A: VALLEY FORGE INS CO
565 West Beach Street		INSURER B: CONTINENTAL CAS CO
Watsonville, CA 95076		INSURER C: TRANSPORTATION INS CO
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: 57207086 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LINE	TYPE OF INSURANCE	EXPIRATION DATE (MM/DD/YY)	POLICY NUMBER	POLICY PERIOD (MM/DD/YY) - (MM/DD/YY)	LIMITS
A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GL2074978698	10/01/18 10/01/21	EACH OCCURRENCE \$ 2,000,000 EXHAUSTS BY REINSURER PREMISES (EX EXCLUDED) \$ 2,000,000 MED EXP (Any one person) \$ 1M PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/EXP ACC \$ 2,000,000 OTHER \$
<input checked="" type="checkbox"/> XCU					
<input checked="" type="checkbox"/> Contractual Liability					
GEN'L AGGREGATE LIMIT APPLIES PER:					
POLICY <input checked="" type="checkbox"/> GEN. <input checked="" type="checkbox"/> IND. <input checked="" type="checkbox"/> LOC					
OTHER:					
A AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> OWNED AUTOS ONLY	BIA2074978692	10/01/18 10/01/21	COMBINED SINGLE LIMIT (\$10,000,000) \$ 2,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per occurrence) \$ OTHER \$
<input checked="" type="checkbox"/> ANY AUTO					
<input checked="" type="checkbox"/> OWNED AUTOS ONLY					
<input checked="" type="checkbox"/> AUTOS ONLY					
B <input checked="" type="checkbox"/> UMBRELLA LIMB	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE		CUE2068209453	10/01/19 10/01/20	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 OTHER \$
<input checked="" type="checkbox"/> EXCESS LIMB					
DED <input type="checkbox"/> RETENTION <input type="checkbox"/>					
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC274978644 (AOB/StopGap)	10/01/19 10/01/20	<input checked="" type="checkbox"/> PER 1/24 <input checked="" type="checkbox"/> PER 1/24 E.L. EACH ACCIDENT \$ 2,000,000
C AUTOMOBILE LIABILITY - EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input checked="" type="checkbox"/> Y/N	<input checked="" type="checkbox"/> N/A	WC274978651 (ME, MI, HI)	10/01/19 10/01/20	E.L. EACH ACCIDENT \$ 2,000,000
C (Mandatory in HI)			WC274978658 (NY)	10/01/19 10/01/20	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
A If yes, describe under DESCRIPTION OF OPERATIONS below			WC274978630 (CA)	10/01/19 10/01/20	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

Re: General Well and Pump Projects Certificate holder is included as an Additional Insured on the General Liability and Automobile Liability policies as required by written contract subject to policy terms, conditions and exclusions. Primary & Non-Contributory wording is included on the General Liability and Automobile Liability policies as required by written contract, subject to policy terms, conditions and exclusions.

GL Per ISO Form CG 0001 10/01; AL Per ISO Form CA0001 10/13

CERTIFICATE HOLDER

CANCELLATION

1016

CITY OF AURORA

44 E. DOWNEY PLACE

AURORA, IL 60507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Aurora, IL
Layne Christensen Company Professional Services Agreement
March 13, 2020

SUPPLEMENT TO CERTIFICATE OF INSURANCE		DATE
NAME OF INSURED: Layne Christensen Company		

SUPP (10/00)

City of Aurora, IL
Layne Christensen Company Professional Services Agreement
March 13, 2020



G-140331-D
(Ed. 01/13)

**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph B.1. above, the words "caused in whole or in part by" are replaced by the words "arising out of."
3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
 - a. The maximum permitted by law;
 - b. That required by the "written contract";
 - c. That described in B.1. above; or
 - d. That afforded to you under this policy,whichever is less.
4. Notwithstanding anything to the contrary in Condition 4. Other Insurance (Section IV), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or

City of Aurora, IL
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G-140331-D
(Ed. 01/13)

any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.4. of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

D. Only for the purpose of the insurance provided by this endorsement, SECTION V – DEFINITIONS is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury,"for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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City of Aurora, IL
Layne Christensen Company Professional Services Agreement
March 13, 2020



CNA71527XX
(Ed. 10/12)

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

1. In conformance with paragraph A.1.c. of **Who Is An Insured** of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

CNA71527XX (10/12)
Page 1 of 1

Policy No: BUA2074078802
Endorsement No:
Effective Date: 10/01/2018

Insured Name: Granite Construction Incorporated
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City of Aurora, IL
Layne Christensen Company Professional Services Agreement
March 13, 2020

SCHEDULE D

SALES TAX EXEMPTION

The City of Aurora is Tax Exempt and will furnish a Tax Exempt Certificate to the Contractor as a condition of this contract.

SCHEDULE E

SPECIAL CONDITIONS

The City and Contractor may mutually agree to extend the term of this Agreement if the parties agree, in writing, on the terms of such extension. The billing rates in Scheduled B will increase annually as agreed by the parties.

TASK ORDER Services shall be provided only as specifically set forth in written Task Orders that shall be issued by the City. The Contractor is responsible for ensuring that they receive an executed copy of each Task Order. A formal of Task Order is attached hereto as Exhibit 1. Unless indicated otherwise on a Task Order, for purposes of this Agreement, Contractor shall report to and be responsible to the City's Representative, who shall be designated by the City. The Contractor shall not commence work until it receives an executed Task Order for such work, or alternatively, a City executed Purchase Order.

City of Aurora, IL
Layne Christensen Company Professional Services Agreement
March 13, 2020

Exhibit 1
Task Order

Date	
Project Name	
Project Scope (provide attachment as required)	
Schedule / timeline	
Additional Information	
City of Aurora, IL	
Print Name:	Layne Christensen Company
Title:	Title:
Signature:	Signature:
Attest:	Attest:
Date:	Date:

Exhibit 2
Layne Capabilities and Experience

1. HISTORY

A. Layne Christensen Company

Mahlon E. Layne began his well drilling career in 1882 in the Dakota Territory. Within a decade, the well drilling industry would be permanently changed by his innovations, earning more than 60 patents. Some of his innovations consisted of the design of a faster, more efficient steam-powered drilling rig; the Layne Pitless Pump, one of the first vertical turbine lineshaft pumps; the development of the Gravel Wall well; and the invention of the Layne shutter screen.

Mr. Layne's company, founded in 1882, has developed into an organization that is today known as Layne Christensen Company. With over 90 offices in the United States, and several more around the world, Layne Christensen Company is the largest provider of drilling services in the United States and one of the largest in the world.

Originally known as Layne-Western Company, our Illinois office was organized in May of 1924 with an 8' x 10' office, one well rig, and four employees. The Aurora, Illinois District has been part of this long standing organization for the last 80+ years with previous offices in Chicago, Illinois.

The Layne Companies, including the Aurora, Illinois District, have thrived on the utilization of a professional engineering staff to coordinate all work with the Client, maintain a high level of communication between the Client and field service crews, and to handle all water related needs of the needs of the Client.

The Layne Christensen Company, Aurora, IL office continues to be one of the top operations in the Water Resources Division of Layne Christensen Company. Support is also available as necessary from other Layne offices such as St. Louis, Missouri.

B. Layne/City of Aurora, Illinois Relationship

The relationship between Layne and the City of Aurora began in 1935. Our relationship has remained and grown almost continuously since and has included well construction, well rehabilitation, pump repair, testing, troubleshooting, etc. The City currently utilizes premium Byron Jackson Type H and Type M submersible motors in almost all of its wells. Layne is the sole source representative for Byron Jackson submersible pumps and motors in the state of Illinois.

C. Emergency Response

While there are fewer Cities now with single wells, there still are emergency situations in the water supply business. Our Emergency Response Procedures continue to be refined, as needed, in order that all customer needs are handled in a proper and expedient manner.

We currently utilize an answering machine at the Aurora, Illinois District office that details three phone numbers of Layne Christensen employees' after-hours phone numbers if there is no answer.

Our Account Managers also have personal cards that include their cell phone numbers. While the City of Aurora emergencies have been rare over the years due to the significance of your water system, this procedure has been tested favorably several times in the past. We attempt to determine the priorities of each project and, of course, maintain contact with each Client to ensure project completions are to each Client's satisfaction.

2. Contractor Personnel

A. Professional Engineering Staff

We utilize a professional engineering staff of Account and Project Managers to handle all project coordination with the Client. The experience of the 7 Account and Project Managers in the Aurora District exceeds 150 years with the vast majority of this experience at Layne Christensen.

B. Field Crew Operations

Our field crew operations are coordinated by Jeff Seeger, our Operations Manager. He is supported by our Field Superintendent, Bill Diehl, to coordinate the field service with the Layne engineering staff and Client.

C. Emergency Contact Information

Office phone numbers: Aurora, IL 630-897-6941; Beecher, IL 708-946-2244

1. William Balluff, P.E.	708-417-2108 cell phone
2. Thomas Healy, P.E.	708-514-2233 cell phone
3. Bill Diehl Field Superintendent	630-746-2406 cell phone
4. Geoff Davis, Safety Coordinator	630-391-2357

3. Field Equipment – Applicable to City of Aurora, Illinois Wells

A. SEMCO –S30,000 Pump Service Rig

This 2009 pump service rig and support equipment is capable of pulling most Aurora, IL well pumps. It allows for the use of either three or four man pump service crews depending upon the pump house and pump configuration. This equipment is frequently utilized on projects for the City of Aurora.

B. Smeal R36 Pump Service Rig

This 2007 pump service rig and equipment is also capable of pulling most Aurora, IL well pump. It is also a three or four man pump service crew-type rig depending upon the pump house and pump configuration. This equipment was utilized on one of the most recently completed Aurora pump repair projects.

C. Smeal R12 and R12E:

These pump service rigs and are capable of pulling pumps with weights approaching 40,000 pounds. They allow for the use of either three or four man pump service crews depending upon the pumphouse and pump configuration.

D. National 16 Ton Truck Crane:

These two National cranes are used as support for all pump service projects for delivery, pickup, etc. The scheduling of these cranes is usually quite flexible.

E. Bucyrus-Erie 36L Cable Tool Rig:

This cable tool drilling rig is frequently utilized for deep well workover/rehabilitation. The rig's configuration makes it very valuable in liner replacement, airlift well rehabilitation, and well reconstruction. This rig is also capable of pulling any of the City's well pumps with either a three or four man pump service crew.

F. Chemical Treatment Unit (CTU):

Due to the increasing awareness of potential environmental damage in chemical treatment projects, Layne Christensen Company designed and has built several Chemical Treatment Units (CTU). We currently utilize three (3) CTU's at our disposal to allow for the treatment and neutralization of large quantities of acidic, basic, chlorinated, and turbid well-derived fluids. We can introduce the appropriate well treatment chemicals and neutralization chemicals in liquid or granular form. The treatment process is enhanced with the 2000 or 4000 gallon truck mounted tanks that can be used as surge tanks during the treatment process. This backflushing provides added energy to enhance the chemical treatments. During the discharge process, the 1000 GPM mounted centrifugal pump can discharge the neutralized chemicals to the desired, distant location.

G. Aries Video Survey / Sonar-Jet® Well Rehabilitation Van

This is a cargo van with equipment to televise wells over 2000' deep and to perform all necessary Sonar-Jet Well Cleaning projects.

4. Aurora, Illinois Facility

A. Machine Shop

We utilize two full time, Union machinists to perform all necessary machining, fabrication, etc. for all pump repairs. The machine shop is a fully owned Layne facility and is operated by Layne employees in order to expedite and prioritize repairs as necessary. The machine shop utilizes two machine lathes for the fabrication of lineshafts, impeller shafts, bowl bushings, wear rings, etc. and a larger 22 ft. machine lathe for single pointing of larger diameter column pipe, threading of stainless steel pipe, and machining of large flanges. Two raised pump assembly racks are used for bowl assembly, tear down, and reassembly.

B. Sandblasting and Coating Work

A large portion of the yard is utilized for all needed sandblasting and coating work. Air compressors, sandblasting pots, and all necessary safety equipment are housed in an adjacent warehouse building. The pipe and oil tube coating work can be applied either by roller or airless sprayer equipment. Pipe coating work will normally include the use of PPG Aquapon LT NSF 61 epoxy coating.

C. Pipe Threading/Repair

We utilize our Oster 12R pipe threading machine for all necessary pipe repairs, rethreading, or threading of new column pipe. We can thread up to 12" pipe diameter in this machine and have done so on City projects.

D. Available Inventory

We normally stock approximately \$1,000,000.00 (\pm) worth of Byron Jackson submersible pumping equipment and Layne and Bowler lineshaft pumping equipment components, parts, etc. in our Aurora, Illinois yard. The decision to maintain such a high level of inventory was made many years ago so that we are able to expedite any emergency repairs that may arise.

5. Project Costs

A. Layne Work Order Form

Well rehabilitation and pump repair work is normally performed on a time and material basis. In the past, our work has been performed according to the rates, terms, and conditions of our standard Work Order Form as shown in schedule B.