



[LAYNE CHRISTENSEN COMPANY] RESPONSE DOCUMENT REPORT

ITB No. 25-223

Well No. 20 Rehabilitation Re-Bid

RESPONSE DEADLINE: November 24, 2025 at 11:00 am

Report Generated: Tuesday, November 25, 2025

Layne Christensen Company Response

CONTACT INFORMATION

Company:

Layne Christensen Company

Email:

anas.hussain@gcinc.com

Contact:

Anas Hussain

Address:

721 W Illinois Ave
Aurora, IL 60506

Phone:

(630) 538-6202

Website:

<https://www.graniteconstruction.com/company/our-brands/layne>

Submission Date:

Nov 24, 2025 4:16 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Bid Deposit*

Pass

Please download the below documents, complete, and upload.

- [Bid Bond Form WTP.pdf](#)

1_BidBond_Form_Signed.pdf

2. Proposal Form*

Pass

Please download the below documents, complete, and upload.

- [Proposal Form WTP Template.pdf](#)

2_Bid_Proposal_Form_Filled_and_Signed.pdf

3. Contact Information*

Pass

Please download the below documents, complete, and upload.

- [COA Contact Information.docx](#)

3_COA_Contact_Information_filled_and_Signed_R.pdf

4. References*

Pass

Include Municipality, Address, Phone Number, Contact Person, Date of Project for each reference

City of Aurora, 1111 Aurora Ave, Aurora, IL 60505, 630-256-3250, Joe Munder, March 2025

City of Yorkville, 610 Tower Ln, Yorkville, IL 60560, 630-553-4370, Jon Bauer, April 2025

Village of Sugar Grove, 601 Heartland Dr, Sugar Grove, IL-60554, Brad Murckle, 630-466-8954

5. Sub-Contractor List*

Pass

Please provide the following information for each subcontractor. If you do not have subcontractors, please write "N/A"

Company:

Address:

City, State, Zip:

Phone Number:

Contact Person:

Company: Frank Marshall Electric Inc

Address: 1043 Oliver Ave

City, State, Zip: Aurora, IL, 60506

Phone Number: (630) 892-2942

Contact Person: Adam Marshall

6. Eligibility*

Pass

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

Confirmed

7. Bidder's Tax Certification*

Pass

The Bidder's Executing Officer, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

Confirmed

8. Bidder's Certification*

Pass

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).

D. As applicable, I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.

E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.

F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.

G. As applicable, I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

Confirmed

9. Apprenticeship or Training Program Certification*

Pass

Please download the below documents, complete, and upload.

- [Aurora Training Program Cer...](#)

9_Aurora_ApprenticeForm_Filled_and_Signed.pdf

10. Union/Apprenticeship Requested Documentation*

Pass

Please provide verification letter like sample attached.

- [Apprenticeship Program Lett...](#)

10_Layne_Union_Apprentice_Certificate.pdf

11. Local Vendor Preference Application*

Pass

Please download the below documents, complete, and upload.

- [COA 2024 Local Preference V...](#)

11_COA_Local_Preference_Filled_and_Signed.pdf
11_1_1968.12.12_-_Warranty_Deed_-_AURORA_IL_Office.pdf

12. Standard City of Aurora Contract*

Pass

Please download the below documents, complete, and upload.

- [Sample Standard Contract IT...](#)

12_Sample_Standard_Contract_Filled.pdf

13. Additional Information

Pass

25_11_24_-_Bid_Cover_Letter_-_AURORA_20.pdf

PRICE TABLES

BASE BID ITEMS

ALL IN ACCORDANCE WITH THE SPECIFICATIONS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MOBILIZATION, INCLUDING PERFORMANCE AND PAYMENT BONDS (LIMITED TO 12.5% OF BASE BID TOTAL)	1	LS	\$7,000.00	\$7,000.00
2	REMOVE EXISTING PUMPING ASSEMBLY, MOTOR, COLUMN PIPING AND APPURTENANCES FROM WELL & TRANSPORT TO SHOP FOR INSPECTION	1	LS	\$28,000.00	\$28,000.00

[LAYNE CHRISTENSEN COMPANY] RESPONSE DOCUMENT REPORT

ITB No. 25-223

Well No. 20 Rehabilitation _ Re-Bid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	INSPECT PUMPING ASSEMBLY AND PREPARE MICROMETER REPORT; INSPECT SUBMERSIBLE MOTOR INCLUDING SEAL, OUTER CAN, BALANCE LINE, TERMINAL LEADS, ELECTRICAL CONNECTIONS, ETC.; INSPECT COLUMN PIPING, SURGE CONTROL CHECK VALVES, AND PREPARE COMPLETE INSPECTION REPORT	1	LS	\$5,000.00	\$5,000.00
4	HYPOT TEST THE EXISTING POWER CABLE, AND TEST FLAT CABLE	1	LS	\$1,500.00	\$1,500.00
5	CONDUCT TELEVISION SURVEY	2	EA	\$1,850.00	\$3,700.00
6	PERFORM BAILING WITH RIG AND TWO-MAN CREW	16	HR	\$650.00	\$10,400.00
7	PERFORM MECHANICAL BRUSHING OF CASING PIPE	200	LF	\$40.00	\$8,000.00
8	REHABILITATE EXISTING BYRON JACKSON/FLOWSERVE PUMPING ASSEMBLY, INCLUDING NEW WEAR RINGS AND BUSHINGS, NEW PUMP SHAFT, AND NEW SS INTAKE SCREEN	1	LS	\$22,000.00	\$22,000.00
9	REHABILITATE EXISTING BYRON JACKSON/FLOWSERVE TYPE M MOTOR	1	LS	\$8,000.00	\$8,000.00
10	FURNISH PITLESS ADAPTER O-RINGS	2	EA	\$300.00	\$600.00
11	FURNISH 1-1/2" PVC CARRIER PIPE FOR LEVEL TRANSDUCER	838	LF	\$2.535	\$2,124.33
12	FURNISH NEW FLAT CABLE MOTOR ASSEMBLY AND BRONZE TERMINAL CLAMP	1	LS	\$12,500.00	\$12,500.00
13	CUT AND RE-THREAD COLUMN PIPING JOINTS	30	EA	\$360.00	\$10,800.00
14	FURNISH NEW COLUMN PIPE COUPLINGS	30	EA	\$440.00	\$13,200.00
15	REHABILITATE EXISTING DISCHARGE COLUMN PIPING, 10"	738	LF	\$12.00	\$8,856.00
16	FURNISH NEW DISCHARGE COLUMN PIPING, 10"	100	LF	\$172.00	\$17,200.00

[LAYNE CHRISTENSEN COMPANY] RESPONSE DOCUMENT REPORT

Invitation For Bid - Well No. 20 Rehabilitation _ Re-Bid

[LAYNE CHRISTENSEN COMPANY] RESPONSE DOCUMENT REPORT

ITB No. 25-223

Well No. 20 Rehabilitation _ Re-Bid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	REHABILITATE EXISTING 10" DIAMETER BY 5'-0" LONG STAINLESS STEEL PIPE WITH ENDS FOR CONNECTING BETWEEN PUMPING ASSEMBLY AND COLUMN PIPING, AS REQUIRED FOR A COMPLETE ASSEMBLY	1	LS	\$1,500.00	\$1,500.00
18	FURNISH DISCHARGE COLUMN SURGE CONTROL CHECK VALVE	2	EA	\$2,700.00	\$5,400.00
19	FURNISH STAINLESS STEEL BANDING, PIPE DOPE, PVC CENTERING GUIDES, TWO (2) AIRLINES, GAUGES, AND OTHER MISC. FITTINGS FOR COMPLETE INSTALLATION OF PUMP AND MOTOR ASSEMBLY, AND WELD COUPLING TO PITLESS ADAPTER FOR LEVEL TRANSDUCER INSTALLATION	1	LS	\$2,000.00	\$2,000.00
20	INSTALL THE PUMP AND MOTOR ASSEMBLY, COLUMN PIPING, DISCHARGE SURGE VALVES, POWER CABLE, TWO (2) AIRLINE WATER LEVEL INDICATORS, CARRIER PIPE FOR LEVEL TRANSDUCER, AND ALL ACCESSORIES COMPLETE IN PLACE AND IN OPERATING CONDITION	1	LS	\$35,000.00	\$35,000.00
21	CONDUCT PUMPING TEST	3	HR	\$1,000.00	\$3,000.00
22	PERFORM WELL DISINFECTION	1	EA	\$3,500.00	\$3,500.00
23	DEMOBILIZATION, INCLUDING SITE RESTORATION (LIMITED TO 12.5% OF BASE BID TOTAL)	1	LS	\$6,300.00	\$6,300.00
TOTAL					\$215,580.33

MANDATORY ALTERNATES

IN ACCORDANCE WITH THE SPECIFICATIONS

[LAYNE CHRISTENSEN COMPANY] RESPONSE DOCUMENT REPORT

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Well No. 20 Rehabilitation _ Re-Bid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Lead Time
1	FURNISH AND INSTALL ZINC SLEEVE BANDING ON THE INSIDE AND OUTSIDE OF EACH SECTION OF COLUMN PIPING	82	EA	\$210.00	\$17,220.00	1 Week
2	FURNISH NEW BYRON JACKSON/FLOWSERVE FACTORY BUILT PUMPING ASSEMBLY	1	LS	\$59,900.00	\$59,900.00	20 Weeks
3	APPLY TWO COAT APPLICATION INSIDE AND OUT OF NSF 61 APPROVED EPOXY COATING TO NEW OR REHABILITATED COLUMN PIPE	838	LF	\$25.00	\$20,950.00	
4	FURNISH A NEW BYRON JACKSON/FLOWSERVE TYPE M OIL FILLED MOTOR ASSEMBLY	1	LS	\$157,200.00	\$157,200.00	11 Weeks
5	FURNISH NEW POWER CABLE	1	LS	\$22,700.00	\$22,700.00	4 Weeks
TOTAL					\$277,970.00	

SHOP- BUILT ALTERNATE

IN ACCORDANCE WITH THE SPECIFICATIONS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Lead Time
1	FURNISH NEW SHOP-BUILT PUMPING ASSEMBLY	1	LS	\$89,500.00	\$89,500.00		3 Weeks
TOTAL					\$89,500.00		

ITEMS ORDERED BY ENGINEER

Line Item	Description	Unit of Measure	Unit Cost
1	Allowance	LS	\$15,000.00

Bid Bond

BIDDER (Name and Address):

Layne Christensen Company
585 West Beach Street
Watsonville, CA 95076

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
1 Tower Square
Hartford, CT 06183

OWNER (Name and Address):

CITY OF AURORA
C/O Engineering Enterprises, Inc.
52 Wheeler Road, Sugar Grove, IL 60554

BID

BID DUE DATE: 11/24/2025

PROJECT (Brief Description Including Location) :

WELL NO. 20 REHABILITATION 25-217

BOND

BOND NUMBER: N/A

DATE: (Not Later Than Bid Due Date) : 11/18/2025

PENAL SUM: Ten Percent (10%) of Bid Amount

IN WITNESS THEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized agent, officer, or representative.

BIDDER

Layne Christensen Company (Seal)
Bidder's Name and Corporate Seal

By: Abdul / Anas Hussain
Signature and Title

Attest: Amy E. Edwards
Signature and Title

SURETY

Travelers Casualty and Surety
Company of America (Seal)
Surety's Name and Corporate Seal

By: Isabel Barron,
Signature and Title
(Attach Power of Attorney)

Attest: Ashley Stinson
Signature and Title
Ashley Stinson, Attorney-In-Fact

- Note:
1. Above addresses are to be used for giving required notice.
 2. Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
 3. Surety companies executing BONDS must be named in current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and be authorized to transact business in the State of Illinois.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
- 3.2. All bids are rejected by Owner, or
- 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

END OF DOCUMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

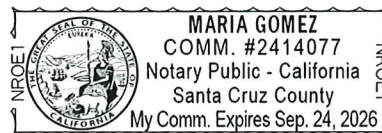
State of California
County of Santa Cruz)

On November 18, 2025 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron and Ashley Stinson,
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 Maria Gomez (Seal)
Maria Gomez, Notary Public



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **November 18, 2025**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ashley Stinson** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

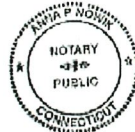
By: _____

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **November 18**, 2025



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Proposal Submitted By:

Layne Christensen Company

Name

721 W. Illinois Ave

Address

Aurora, IL - 60506

City

State

Zip

(630) 538-6202

Phone No.

PROJECT MANUAL
FOR
WELL NO. 20 REHABILITATION RE-BID
BID NO. 25-223

City of Aurora, Illinois

NOVEMBER 2025

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road
Sugar Grove, IL 60554
630/466-6700

PROPOSAL FORM

Return with Bid

TO: THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF AURORA
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

1. Proposal of Layne Christensen Company
for the improvement known as the **Bid Number 25-223, City of Aurora, Water Treatment Plant,**
City of Aurora - Well 20 Rehabilitation - Re-Bid.
2. The specifications for the proposed improvements are those prepared by the City of Aurora, Water Production Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to alter the improvement by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.

10. The undersigned further agrees to execute a contract which shall bind the undersigned, without limitation, to all terms and conditions, specifications, requirements, and the statement of work contained in this notice and in those statutes, regulations, ordinances or other policies incorporated by reference herein.

The undersigned further agrees to execute a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **ten (10)** days after receiving the notice of award of the contract.

11. The undersigned further agrees to begin work as stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **10% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ NA - (10 % BID BOND IS ATTACHED)
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications* and Article SC – 6.7 of the *City of Aurora – Supplementary Conditions*.

18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Ninety (90) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7 and City of Aurora – Supplementary Conditions Article SC – 6.7.
22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
25. The undersigned submits herewith the Pricing Table for this project included in OpenGov covering the work to be performed under this contract:



(If an individual)

Signatures

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name Layne Christensen Company

Signed By Anas Hussain, Project Manager
President

Business Address 721 W. Illinois Ave
Aurora, Illinois - 60506

President Anas Hussain, Project Manager

Secretary Amy Earwood



Treasurer _____

Attest: Amy J. Earwood
Secretary

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT	State of Illinois - Department of Revenue	OFFICIAL DOCUMENT
Illinois Business Authorization		
LAYNE CHRISTENSEN CO		
721 W ILLINOIS AVE AURORA IL 60506-2830		Loc. Code: 045-0002-4-001 Aurora (Kane) Kane County
Expiration Date: 6/30/2026	Certificate of Registration Sales and use taxes and fees	(1509-2410)
		 ILLINOIS REVENUE <i>[Signature]</i> Director
	OFFICIAL DOCUMENT	Issued Date: 05/01/2025

CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: (630) 897-6941

To place an order:

Name: Anas Hussain
Ph: (630) 538-6202 Fax: (630) 897-6976
E-mail: anas.hussain@gcinc.com

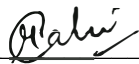
Billing & Invoicing questions:

Name: Debbie Polak
Ph: +1 (262) 820 6970 Fax: (630) 897-6976
E-mail: debbie.polak@gcinc.com

Questions:

Name: Anas Hussain
Ph: (630) 538-6202 Fax: (630) 897-6976
E-mail: anas.hussain@gcinc.com

Bidder's Name: Anas Hussain, Project Manager, Layne Christensen Company

Signature & Date:  11/21/2025

Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

- ☒ For this contract proposal or for all groups in this deliver and install proposal.
- ☐ For the following deliver and install groups in this material proposal:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Pump Installation Scope: Layne Christensen, Local 150 Operating Engineers

Subcontract Work: Electrical Work by Frank Marshall - IBEW Local 461


- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

NA

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

The Bidder must also submit a signed and current dated letter(s) from the certificate holder(s) indicating that the Bidder may use the certificate to meet the above listed requirements for this specific project.

Bidder: Layne Christensen Company

By:  Anas Hussain
(Signature)

Address: 721 W. Illinois Ave, Aurora, IL - 60506

Title Project Manager

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

October 14, 2025

Layne Western Co.
721 W Illinois Ave
Aurora, IL 60506

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

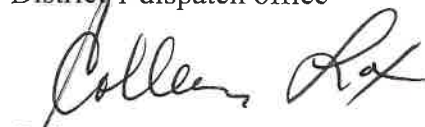
At the request of Layne Western Co., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Layne Western Co., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office


Colleen Lox

Enclosures: Certificates

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade — Operating Engineer*

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

December 31, 1978

Date Revised June 23, 2011

Registration No.

IL008780173



William F. Solis
Secretary of Labor

John V. Hall
Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade – Operating Engineer (Heavy Equipment Technician)

Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor



May 5, 2002

Date Revised June 21, 2011

Registration No.

IL012020003

Aldo F. Solis
Secretary of Labor

Al V. Hall
Administrator, Office of Apprenticeship



721 W. Illinois Avenue
Aurora, IL 60506
630.897.6941
graniteconstruction.com

October 14, 2025

Good morning.

Please provide a Proof of Compliance with 30 ILCS 500/30-22(6) to:

Cassandra Karsten-Purchasing Division
City of Aurora
44 E. Downer Place
Aurora, IL 60507

If you have any questions, please let me know.

Thank you.

Amy Earwood

Amy Earwood
Administrative Assistant
Layne Christensen Company



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: 11/21/2025
- 2) Name of Business: Layne Christensen Company
- 3) Address of Local Office: 721 W Illinois Ave
- 4) City, State, Zip: Aurora, IL, 60506
- 5) Company's Web Address: https://www.graniteconstruction.com/company/our-brands/layne
- 6) Phone: 630-538-6202 Fax: _____
- 7) County your Local Business is Located In: Kane

Submitted By (Signature): 

Print Name and Title: Anas Hussain, Project Manager

Email Address: anas.hussain@gcinc.com

Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
- a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
 - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
 - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.

Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:

City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507

Or email to: PurchasingDL@aurora.il.us

Do not write below this line: For City of Aurora use ONLY

- (a) a.
(a) b.
(a) c.

Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

Initials: _____

JAN 21 1969

1132189

WARRANTY DEED

THE GRANTOR, LAYNE-WESTERN COMPANY, a Delaware corporation, of Kansas City, Jackson County, Missouri, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, CONVEYS AND WARRANTS to THE MARLEY COMPANY, a Delaware corporation, the following described real estate situated in Kane County, Illinois, to wit:

Tract 1:

That part of the Northeast quarter of the Southwest quarter of Section 16, Township 38 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at a point on the South line of said Northeast quarter Southwest quarter of Section 16, 395.7 feet East of the Southwest corner thereof; thence North 0° 14' East 333 feet; thence North 89° 44' East 261.62 feet; thence South 0° 14' West 333 feet to the South line of said Northeast quarter of the Southwest quarter of Section 16; thence West along said South line 261.62 feet to the point of beginning, (except the South 33 feet thereof) in the City of Aurora, Kane County, Illinois.

Tract 2:

That part of the Northeast quarter of the Southwest quarter of Section 16, Township 38 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at a point in the South line of said Northeast quarter of the Southwest quarter, 535 1/2 feet West of the West line of the right of way of the Ottawa, Oswego, and Fox River Valley Rail Road Company; thence North parallel with the West line of the right of way of said Rail Road 333 feet for a point of beginning; thence West parallel with the South line of said section 100 feet, thence South parallel with the West line of said right of way 70 feet, thence East parallel with the South line of said section 100 feet; thence North parallel with the West line of right of way 70 feet to the point of beginning, in the City of Aurora, Kane County, Illinois.

Subject to easements, restrictions and reservations now

of record, if any, and taxes and assessments,
general and special, not now due and payable.

Dated this 12th day of December, 1968.

LAYNE-WESTERN COMPANY

By

R. W. Brooks
President

[SEAL]

ATTEST:

W. W. Hauser
Secretary

STATE OF Missouri)
COUNTY OF Jackson) SS.

I, the undersigned, Notary Public in and for the County and State aforesaid, do hereby certify that R. W. Brooks, personally known to me to be the President of Layne-Western Company, and W. W. Hauser personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 12th day of December, 1968.

Barbara L. Barton
Notary Public in and for the County
and State aforesaid

My commission expires:

May 9, 1970.

STATE OF ILLINOIS } 1132189
KANE COUNTY } SS. NO.
FILED FOR RECORD }

JAN 21 1969 - 1 00 PM

Grace E. Markeson
RECORDER OF DEEDS

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this To be Determined (“Effective Date”), for the (Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Layne Christensen Company (“Bidder”), located at .

WHEREAS, the City issued an Invitation to Bid (“ITB”) on 11/07/2025 for the ; and

WHEREAS, the Bidder submitted a Bid in response to the ITB and represents that it is ready, willing and able to perform the Services specified in the ITB and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on To be Determined, the City awarded a contract to Bidder, Layne Christensen Company

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. Agreement Documents.

The Agreement shall be deemed to include this document, Bidder’s response to the ITB, to the extent it is consistent with the terms of the ITB, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 25-223.

In connection with the ITB and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the ITB and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. Scope of Services.

Bidder shall perform the Services listed in the Bid, attached hereto as Exhibit 1.

3. Term.

This agreement shall remain in effect until the terms of the ITB and completion of services have been met, unless sooner terminated in accordance with the terms contained herein, ends upon completion of services.

4. Compensation.

Maximum Price. In accordance with the Bidder's negotiated cost, the price for providing the Services shall be as stated on the submitted Bid, Exhibit 2.

Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice. Payment shall be made upon the basis of the approved invoices and supporting documents. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with sixty (60) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no

further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

CITY OF AURORA, ILLINOIS

(Contractor)

SIGNATURE

Jolene Coulter

FULL NAME

DATE SIGNED

Director of Purchasing

TITLE

SIGNATURE

Anas Hussain

FULL NAME

To be Determined

DATE SIGNED

Project Manager

TITLE



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

630/897-6941
graniteconstruction.com

November 24, 2025

City of Aurora
1111 Aurora Ave,
Aurora, IL 60505

Attn: City of Aurora Purchasing Department

Re: Bid for Well No. 20 Rehabilitation – Bid No. 25-223
{*Due November 24, 2025 @ 11am*}

Dear Purchasing Agent,

Layne Christensen Company is pleased to submit our bid for the above-referenced project. Our bid has been prepared in full accordance with the specifications provided by the City of Aurora Water Department.

We are submitting this letter, along with all attached documentation, as our complete and final bid package for this project.

We also acknowledge the Questions and Answers section posted on the OpenGov website.

Layne Christensen Company has followed all specifications outlined in the Project Manual, including the requirement that all materials be quoted and sourced through Flowserve/Byron Jackson. To our understanding, only Layne Christensen Company and Water Well Solutions have the capability to furnish Flowserve/Byron Jackson equipment; however, Layne remains the only entity in Northern Illinois with certified and trained Byron Jackson operators.

Pricing for the factory-built new pump, including factory testing, is based on the updated operating conditions specified in the 25-223 bid package. Pricing for Bid Item 1 - the shop-built pumping assembly - is based on a trimmed 13/12 MQH 12-stage unit, which meets the specification requirements.

We appreciate the opportunity to submit this proposal to you and the City. Should you have any questions, please feel free to contact us. We look forward to the possibility of supporting the City once again.

Layne Christensen Company

Anas Hussain
Project Manager