

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$102,250*	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	(\$158,414)**	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	(\$56,164)	0	0	0	0
 # ADDITIONAL FTE POSITIONS (Cumulative)	 0	 0	 0	 0	 0

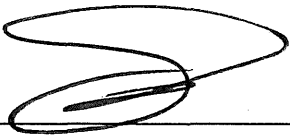
Budget Account No.: *Fund 4001 Dept. 720 Unit 2582 Object 4615
 **Fund 4000 Dept. 720 Unit 4200 Object 6992
R/Sr

Is Item Included in Current Budget? Yes X No
 Does this item include the use of federal funds? Yes No X

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

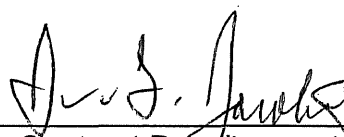
*One (1) time expenditure from user fees, connection fees and balance brought forward.
 **Mandatory Agreement Payment has been paid in full and service installation fees will be collected at the time of connection.

C. Department Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 3/23/2020
 OFMB *gmk*
3/23

 3/25/2020
 Contract Development and Control
3/25/2020 TW

B. Legal Sufficiency:

 4/1/2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

FINAL CONTRACT SUMMARY

Approved in CIP
Date: 3/5/20 MND

Submitted by: WATER UTILITIES DEPARTMENT (Engineering Division)

Final Acceptance and Final Payment in the amount of \$102,250.00 for Layne Christensen Company, R2019-1369 for Mechanical Integrity Testing of the WRNWWTP & WRWWTP Deep Injection Wells, WUD Project No.19-032, Account No. 4001-720-2582-4615.

District 6

SUMMARY: On August 2, 2019, the Department Director approved Contract No. R2019-1369 with Layne Christensen Company for Mechanical Integrity Testing of the WRNWWTP & WRWWTP Deep Injection Wells. The project consisted of mechanical integrity testing of one (1) deep injection well located at Western Region North Wastewater Treatment Plant (WRNWWTP) and one (1) deep injection well located at Western Region Wastewater Treatment Plant (WRWWTP). The recommended Affirmative Procurement Initiative (API) for this project is SBE Price Preference. Layne Christensen Company originally proposed 0% SBE participation for this contract. Actual SBE participation achieved was 1.20%, based upon the final contract amount. The final payment includes the final quantity adjustment in the amount of (\$1,000.00) for Bid Item No. 7 that was not used.

Background and Justification: The Water Utilities Department compiled the documentation necessary for Final Acceptance and Final Payment of the contract with Layne Christensen Company.

\$ 94,500.00	- Original Contract Amount
\$ 8,750.00	- Approved Change Orders
\$ (1,000.00)	- Final Quantity Adjustment
\$ 102,250.00	- Final Contract Amount
\$ 0.00	- Previous Payments
\$ 102,250.00	- Final Payment

Attachments for Committee:

1. Project Location Map
2. Payment Application No. 1, Final
3. Final Warranty of Title
4. SBE/MWBE Construction Activity Report, Payment Certifications and Approval
5. Contractor's Certification of Final Completion
6. Consent of Surety to Final Payment (not applicable)

Recommended By: *Kristin B...* 2-25-2020
 Director of Engineering Division Date

Approved By: *Jim Stiles* 2-26-2020
 Director of Water Utilities Department Date

JMC
2/13/20

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

FINAL CONTRACT SUMMARY

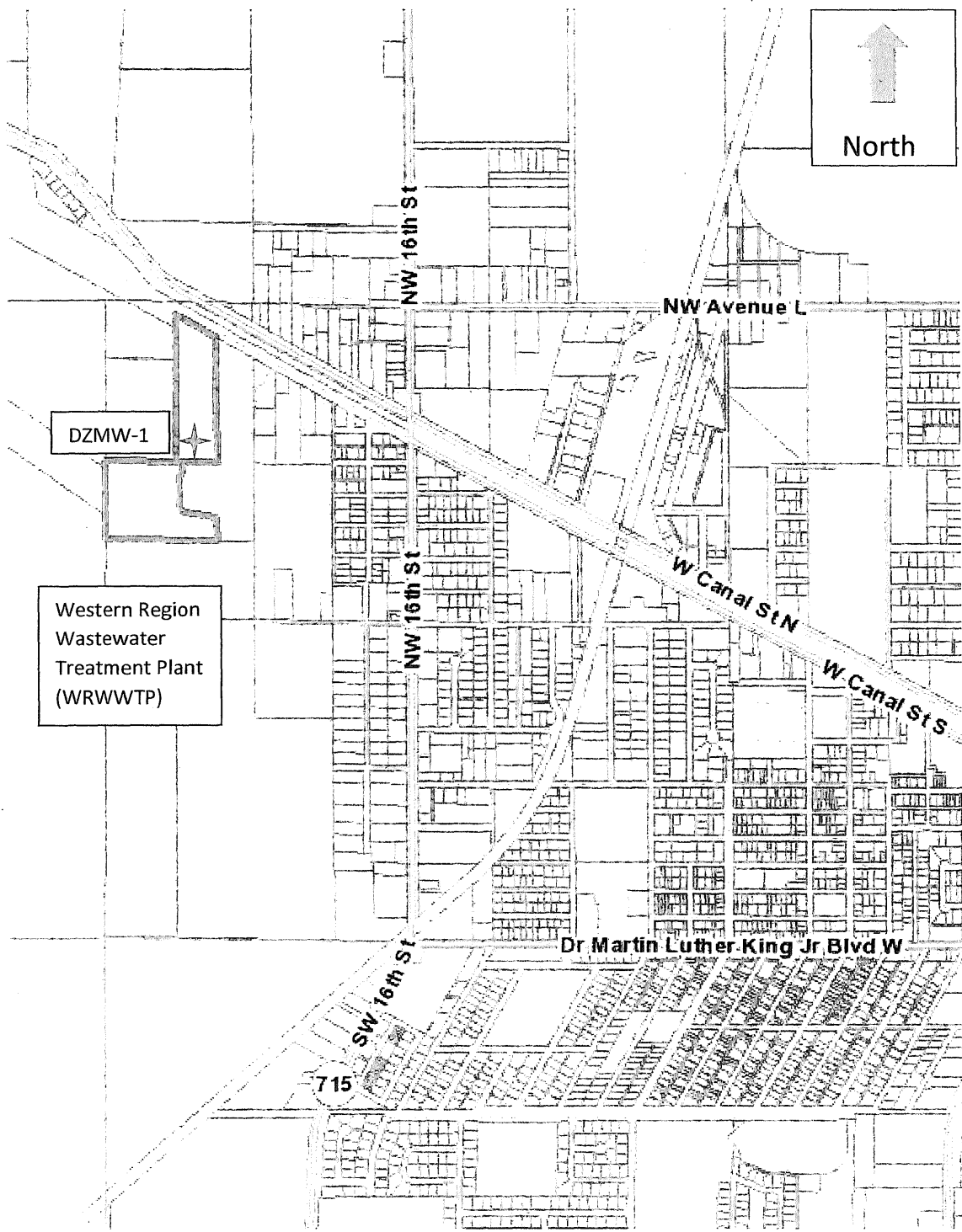
ATTACHMENT NO. 1


PROJECT LOCATION MAP

ATTACHMENT 1

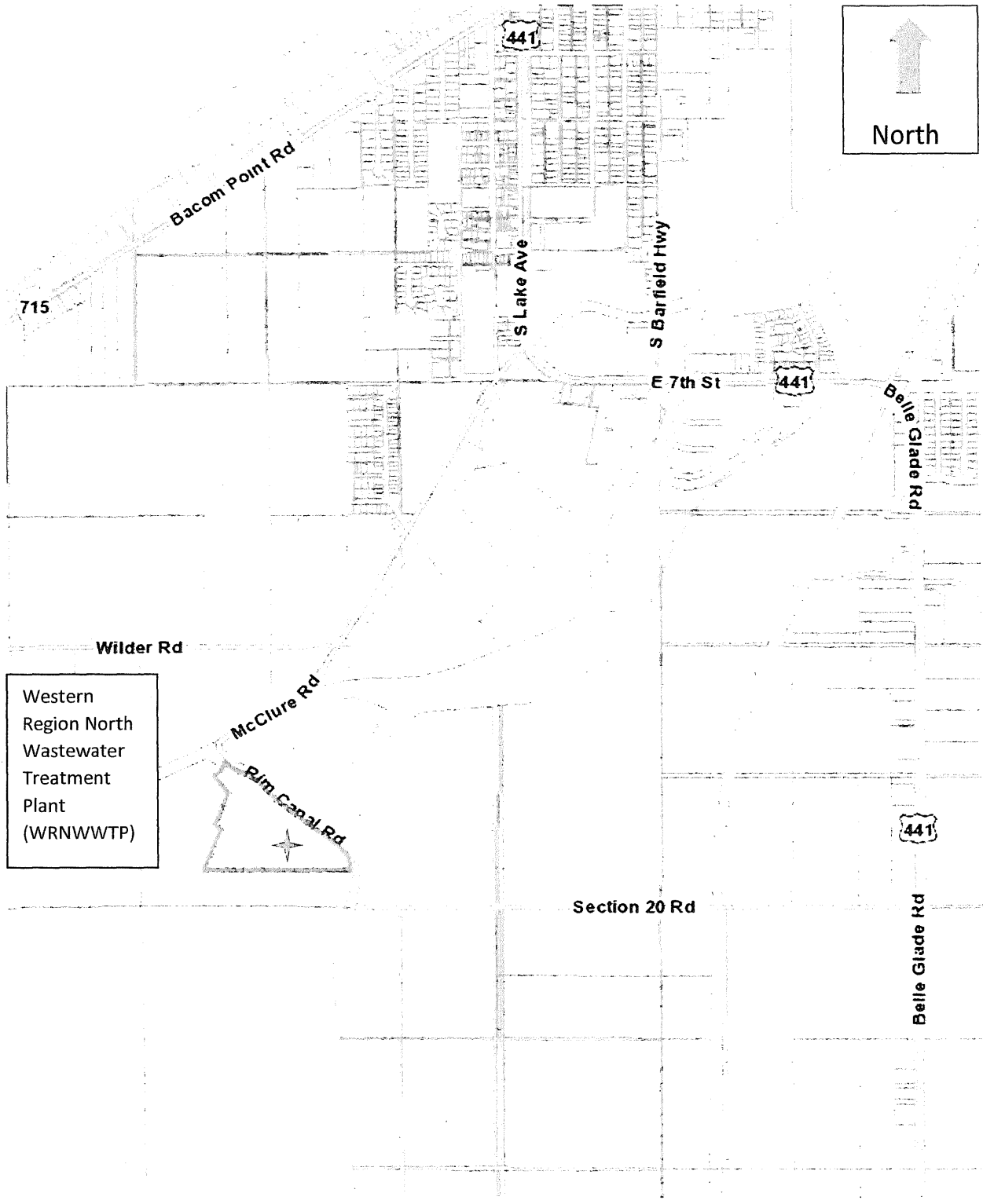
Mechanical Integrity Testing of the
WRNWWTP & WRWWTP Deep Injection Wells
Project No. WUD 19-032

LOCATION MAPS



 WRWWTP Deep Injection Well Location

Not to Scale



✦ WRNWWTP Deep Injection Well Location

Not to Scale

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

FINAL CONTRACT SUMMARY

ATTACHMENT NO. 2

PAYMENT APPLICATION NO. 1 - FINAL

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

PROJECT NAME: Mechanical Integrity Testing of the WRNWWTP & WRWWTP Deep Injection Wells
RESOLUTION NO.: _____
PROJECT NUMBER: WUD 19-032 R-2019-1369
CONTRACTOR: Layne Christensen Company
ADDRESS: 5061 Lockett Rd
Application No.: 1-Final Period 08/02/2019 to 11/26/2019
From: _____
Account Number: 4001-720-2582-4615

CERTIFICATION OF CONSTRUCTION REPRESENTATIVE:

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of the Periodical Estimate No. 1 are correct; that the work, material and equipment shown thereon has been completed and supplied in conformance with the Contract Documents of the project between PALM BEACH COUNTY (Owner), and Layne Christensen Company (Contractor), dated 08/02/2019, including any authorized changes, deviations, substitutions, alterations and/or additions; that it is agreed that this Periodical Estimate for Payment No. 1 is a true and correct statement of the Contract Amount, up to and including the last day of the last day of the period covered by this Periodical Estimate No. 1 and that no part of the "balance due", this payment has been received.

Diana Rivera (Resident Project Representative) By Diana Rivera (Authorized Representative)
Title Project Manager Date 1/30/20

CERTIFICATION OF WATER UTILITIES REPRESENTATIVE:

To the best of my knowledge and belief, all items shown on the face of this Periodical Estimate for Partial Payment No. 1-Final are correct and that the work, material and equipment shown thereon has been completed and/or supplied in conformance with the Contract Documents, and is satisfactory for approval and processing for payment.

Palm Beach County Water Utilities Dept. (Owner) By Krystin Berntsen (Authorized Representative)
Krystin Berntsen, P.E (Printed Name) Krystin Berntsen (Printed Name)
Title Director of Engineering Division Date 2-25-2020 DM 1/30/20

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

FINAL CONTRACT SUMMARY

ATTACHMENT NO. 3

FINAL WARRANTY OF TITLE

FINAL WARRANTY OF TITLE

STATE OF FLORIDA _____)

COUNTY OF LEE)

Before me, the undersigned authority, personally appeared Dave Tormoehlen, who was duly sworn and says:

1. Affiant is the **General Manager** of Layne Christensen Company a Delaware Corporation (hereinafter called the "Contractor").

2. Contractor entered into a Contract dated the 02 day of August, **2020** (hereinafter called the "Contract") with the **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter called the "County"), being Contract No. «Project_Number» for the construction of certain improvements and the performance of certain Work more particularly described in the Contract Documents (such construction and performance being hereinafter collectively referred to as the "Work").

3. Contractor has fully completed the Work and all individuals, firms, and corporations furnishing materials, labor, equipment, tools, supplies, manufactured articles and services incident to the completion of the Work, and all payrolls, bills for materials, equipment, tools, supplies, manufactured articles, and all other indebtedness connected with the Work, have been paid in full, except for the following:

None, unless set forth below:

Name	Address	Amount Due or to Become Due and Unpaid
------	---------	--

(Attach additional sheets, if more space is needed)

4. Receipt by Contractor of the Final Payment from County in the amount of \$ 102,250.00 shall constitute a full release and discharge by Contractor to said County of all claims and liens of the Contractor against said County arising out of, connected with, or resulting from performance of the Contract or the Work.

5. The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

6. Contractor agrees to forever indemnify, defend, and hold said County harmless from and against all costs and expenses, including reasonable attorney's fees, including fees on appeal, resulting from individuals, firms, or corporations who claim to have not been paid for material, labor, equipment, tools, supplies, manufactured articles or services furnished incident to the Work.

7. This Affidavit is made for the purpose of inducing Final Payment from the County to the Contractor under the Contract in compliance with the Contract Documents.

8. Affiant has full authority to execute this Affidavit and to execute a full and final release of all claims and liens on behalf of the Contractor.

Signed and Sealed in the presence of:

Layne Christensen Company
(Contractor)

(CORPORATE SEAL)

[Signature]
(Signature)



Dave Tormoehlen
(Printed Name)

General Manager
(Title)

[Signature]
(Witness)

Blake McCullers
(Printed Name)

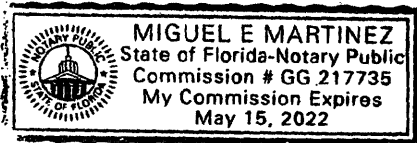
[Signature]
(Witness)

Craig Brugger
(Printed Name)

Sworn to (or affirmed) and subscribed before me on the 18 day of February 20 20 by Dave Tormoehlen

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 18 day of February 2020, by Dave Tormoehlen, who is () personally known to me or () has produced _____ as identification.

[Signature]
Notary Public Signature and Seal
Print Notary Name and Commission Number



PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

FINAL AUTHORIZATION SUMMARY

ATTACHMENT NO. 4

SBE/MWBE CONSTRUCTION ACTIVITY REPORT,

PAYMENT CERTIFICATIONS AND APPROVAL

**OEBO SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM**

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING November PROJECT #: WUD 19-032
 PROJECT NAME Mechincal Integrity Testing of the WRNWWTP & WRWWTP Deep Injection Wells
 PRIME CONTRACTOR NAME Layne Christensen Company
 PROJECT SUPERVISOR Carl Wittenborn

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)
Whidden Surveying and Mapping, Inc.	1236.11	1236.11	1236.11	1236.11	1236.11	1236.11	10/31/19		✓					
Layne Christensen Company	94500	7750	102250	101,013.89	101,013.89	101,013.89	08/02/19						✓	

I hereby certify that the above information is accurate to the best of my knowledge  Project Manager, Miguel Martinez
 (Signature) (Title)

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. A completed release of lien form can be submitted in lieu of a Schedule 4.

This is to certify that Layne Christensen Company received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ 102,250 from Palm Beach County
(Prime Contractor Name)

On 01 / 29 / 2020 for my December Invoice for labor and/or materials supplied
MM DD YYYY Month

On Mechanical Integrity Testing of WRNWWTP&WRWWTP Deep Injection Well, WUD 19-032
(Project Name) (Project No.)

DEPT.: 720 TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: VS000000299

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: VC0000121793

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

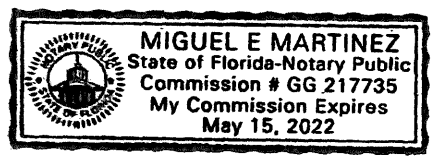
Whidden Surveying and Mapping, Inc Price or Percentage: 1236.11
Name of 2nd/3rd tier Subcontractor/subconsultant

By: *Dave Tormoehlen*
(Signature of Subcontractor/subconsultant)

Dave Tormoehlen, General Manager
(Name & Title of Person executing on behalf of Subcontractor/subconsultant)

STATE OF FLORIDA
 COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of January, 2020 (year), by Dave Tormoehlen (name of person acknowledging).



Miguel E. Martinez
 Notary Public, State of Florida

Miguel E. Martinez
Print, Type or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification Type of Identification _____

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. A completed release of lien form can be submitted in lieu of a Schedule 4.

This is to certify that Whidden Surveying & Mapping, Inc. received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ 1236.11 from Layne Christensen Company
(Prime Contractor Name)

On 11 / 20 / 2019 for my November Invoice for labor and/or materials supplied
MM DD YYYY Month

On Mechanical Integrity Testing of the WRNWWTP&WRWWTP Deep Injection / WUD 19-032
(Project Name) (Project No.)

DEPT.: WUD TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: VS000000299

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: VC0000121793

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

Name of 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage: _____

By: [Signature]
(Signature of Subcontractor/subconsultant)

Thomas E. Whidden
(Name & Title of Person executing on behalf of Subcontractor/subconsultant)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th
day of January, 2020 (year), by Thomas E. Whidden (name of person acknowledging).



[Signature]
Notary Public, State of Florida

Christina Lilly
Print, Type or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification Type of Identification _____

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

FINAL CONTRACT SUMMARY

ATTACHMENT NO. 5

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

TO: Palm Beach County Water Utilities Department

PROJECT NAME: Mechanical Integrity Testing of the WRNWWTP & WRWWTP Deep Injection Wells

WUD PROJECT # WUD 19-032

JOB NO. WUD 19-032

RESOLUTION NO. R2019-1369

ATTN: Diana Rivera, P.E.

COUNTY: Palm Beach

GEOLOGIST: David McNabb, P.G.

FROM: McNabb Hydrogeologic Consulting, Inc.
(Firm or Corporation)

This is to certify that I, Miguel Martinez am an authorized official of Layne Christensen Company working in the capacity of Project Manager and have

been properly authorized by said firm or corporation to sign the following statements pertaining to the subject Contract:

I know of my own personal knowledge, and do hereby certify, that the work of the Contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the Contract Documents and approved changes thereto.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer that the work is complete, nor the acceptance thereof by the County, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

Date of Final Completion: December 11, 2019

BY Miguel E. Martinez TITLE Project Manager

Miguel Martinez FOR Layne Christensen Company
(Printed Name)

Recommended by the GEOLOGIST:

By: David McNabb, P.G. Date: 12/11/2019
(Printed Name)
Professional Geologist

County acknowledges receipt of this Certificate of Final Completion:

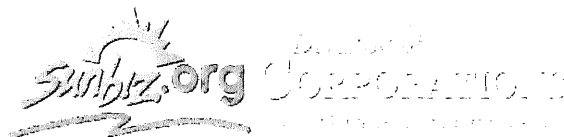
By: Kristin Berntsen Date: 12-12-2019
Director of Engineering Division (Printed Name)

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

FINAL CONTRACT SUMMARY

ATTACHMENT NO. 6

CONSENT OF SURETY TO FINAL PAYMENT
(NOT APPLICABLE)



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Foreign Profit Corporation
LAYNE CHRISTENSEN COMPANY

Filing Information

Document Number	849662
FEI/EIN Number	48-0920712
Date Filed	07/09/1981
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	04/24/1996
Event Effective Date	NONE

Principal Address

1800 HUGHES LANDING BOULEVARD
SUITE 800
THE WOODLANDS, TX 77380

Changed: 04/26/2016

Mailing Address

1800 HUGHES LANDING BOULEVARD
SUITE 800
THE WOODLANDS, TX 77380

Changed: 04/26/2016

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/20/1992

Address Changed: 05/20/1992

Officer/Director Detail

Name & Address

Title President

WATTS, RICHARD A.

1800 HUGHES LANDING BOULEVARD
 SUITE 800
 THE WOODLANDS, TX 77380

Title CFO

DESAI, JIGISHA
 585 WEST BEACH STREET
 WATSONVILLE, CA 95076

Title Asst. Secretary

BLACKBURN, NICHOLAS B.
 585 WEST BEACH STREET
 WATSONVILLE, CA 95076

Title Asst. Secretary, Treasurer

OLSON, KENNETH B
 585 WEST BEACH STREET
 WATSONVILLE, CA 95076

Title Secretary

STORM, AARON
 1800 HUGHES LANDING BOULEVARD
 SUITE 800
 THE WOODLANDS, TX 77380

Title Director

ROBERTS, JAMES H.
 585 WEST BEACH STREET
 WATSONVILLE, CA 95076

Annual Reports

Report Year	Filed Date
2018	05/01/2018
2018	08/22/2018
2019	07/09/2019

Document Images

07/09/2019 -- ANNUAL REPORT	View image in PDF format
08/22/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
05/01/2018 -- ANNUAL REPORT	View image in PDF format
05/03/2017 -- ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
04/20/2013 -- ANNUAL REPORT	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format



Delegation of Authority

Statement of Policy

Policy # FIN-01.007.00	Page: 1 of 11	Revision History	
Issued By: Granite Treasury	Date Effective: Oct 10, 2013	Rev. Effective:	Dec 13, 2018
Approved by: VP Corporate Finance and Treasurer	Date Issued: Oct 10, 2013	Rev. Issued:	Dec 13, 2018
	Date Approved: Oct 10, 2013	Rev. Approved:	Dec 7, 2018

Contents

1. Purpose	2
2. Policy	2
3. Scope	2
4. Definitions.....	2
5. Responsibilities.....	3
6. Procedures	3
6.1 Establishing Signing Authority or Lower-Level Authority Limits	4
6.1.1 Creating Ongoing Lower-Level Authority and Approval Limits	4
6.1.2 Establishing and Maintaining Authority Limits	5
6.2 Delegations	5
6.3 Combining Transactions	5
6.4 Transactions Involving Foreign (non-U.S.) Governments & Government-Entities, Foreign Government Officials, or Compliance-Sensitive Accounts	5
6.5 Documentation	5
6.6 Policy Interpretation	6
7. Reference Documents	6
8. Violation of the Policy	6
9. Reservation of Rights	6
10. Appendix.....	6
Appendix A1. - Authorized Authority Level Matrix (U.S. Dollars).....	7
Appendix A2. - Designation of Authority Form	11



Delegation of Authority

Statement of Policy

Policy # FIN-01.007.00

Issued By: Granite Treasury

Page: 2 of 11

1. Purpose

This policy establishes the approval levels or “Delegation of Authority” for various types of commitments. Commitments are defined as bids and proposals, purchase orders, , and all other forms of contracts, agreements, settlements, and instruments (and all supplements, modifications, amendments, change orders, etc, thereto) made in the ordinary course of business, which obligate the expenditure and internal allocation of Company funds. This policy also covers other types of transactions, including project-related gross margin changes.

The objective of this policy is to establish clear guidelines to enable Layne Senior Management to structure and manage their responsibilities in an effective and efficient manner. These guidelines include:

- Accountability for signing authority;
- Signing authorization limits outlined in the Authority Level Matrix (Appendix A1);
- The circumstances and process for the assignment and delegation of this responsibility.

2. Policy

The authority to bind the Company in any contracts, commitments, transactions, or expenditures shall be delegated to individuals and positions within the Company that management believes have the experience, knowledge, and capacity to enter into transactions and agreements that are in the best interest of the Company, helping them achieve Company goals.

The approvals of contracts, commitments, transactions, and expenditures outlined in this policy must always be made by the parties that have been designated the responsibility for final approval.

Authorized transactions and agreements must comply with this and other policies developed by management.

3. Scope

This policy applies to all Employees of Water and Mineral Services Group, Layne Christensen Company, its subsidiaries, and those affiliates over which it has operating control, worldwide (“Layne,” “WMS” or the “Company”).

There may be other unique, non-routine transactions that fall outside the scope of this policy that may require special approval by Granite Senior Management. Examples may include: joint venture agreements, parent company guarantees, leases, debt agreements, M&A transactions, capital expenditures, etc. For Layne employees’ benefit, if a delegation limit is included here, this document governs. For items not included here, the Granite Limits of Authority and Granite Limits of Authority Matrix are the governing policies.

4. Definitions

1. **Employee** – A person who is employed by Layne Christensen Company or its wholly-owned subsidiaries, worldwide, either as permanent or temporary, hourly or salaried, in return for financial or other compensation.
2. **Foreign Government Official (“FGO”)** – A political party candidate or any person acting on behalf of an international (non-US) government or agency, department, instrumentality or other entity of such government (e.g., national, state or local governmental bodies). Also included are



Delegation of Authority

Statement of Policy

Policy # FIN-01.007.00	Issued By: Granite Treasury	Page: 3 of 11
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any employees of businesses or entities owned (in whole or in part), controlled or operated by a government agency. This term shall also mean any person who is employed by a Public International Organization, including but is not limited to, organizations such as the United Nations and World Bank.

3. **Third Party Intermediary ("TPI")** – Any agent, representative, consultant, contractor, distributor, joint venture partner or other third party engaged to act on Layne's behalf with Foreign Government Officials or international government.

5. Responsibilities

1. **Granite Construction Incorporated Board of Directors** – Responsible for reviewing and approving the authority limits for the Chief Executive Officer and Chief Financial Officer, and also delegates to them the authority to set the approval limits to anyone else in the Company (not to exceed their own limits).
2. **Treasurer** – Responsible for annually identifying and recommending changes, if necessary, to the authority levels within this policy and the implementation and enforcement of this policy.
3. **Management Personnel** – Responsible for ensuring compliance with this policy in all locations in which Layne operates. Persons who have employees reporting to them should take all necessary steps to ensure their employees know and follow this policy. In connection herewith, all supervisors should periodically consult with their staff members to determine that appropriate procedures for implementation of this policy have been developed and are being followed.

6. Procedures

Following is clarification for certain transaction categories included in the Authority Level Matrix.

- **Contractual Obligation with Client / Customer:** Any formal agreement whereby Layne commits to providing goods or services to a customer or client with the expectation of future compensation. This includes issuing bids, accepting customer purchase orders, and/or entering into contracts with customers.
- **Change Order / Contract Addendum:** Any addition or modification to a previously agreed upon and approved Contractual Obligation with Client / Customer.
- **Capital Expenditure:** Per Granite LOA Matrix Section III, requires review of Corporate Equipment VP and approval of CEO (for construction or plant equipment) and GCI Officer (for vehicles)
- **Asset Disposal:** Per Granite LOA Matrix Section III, requires approval of Layne Group SVP if less than \$5Mil, CFO or Treasurer if greater than \$5Mil.
- **Contractual Obligation with Vendor / Supplier:** Any obligation to pay (e.g. Master Service Agreement, Statement of Work, supply contract, subcontract, TPI service agreement, purchase order) whereby Layne requisitions goods or services from a vendor for which the Company will be contractually obligated to provide compensation and whereby the goods or services relate directly to a 3rd party customer contract/project for which a bid or estimate has been established. Refer to the Vendor Set-Up and Maintenance Policy for specific procedures on vendor set-up and approval.



Delegation of Authority

Statement of Policy

Policy # **FIN-01.007.00**

Issued By: Granite Treasury

Page: 4 of 11

- **Contractual Obligation with 3rd Party for Indirect Costs:** Any obligations to pay for goods or services that are not directly tied to direct costs for a job or project. This would usually include general and administrative type costs, and examples include office related expenses, consulting services, other professional fees, etc.
- **Customer Credit Limits:** A threshold established for each customer that defines the maximum amount any single customer may owe to Layne at any particular point in time. Credit limits are established based on various factors including our historical experience with the customer, Dunn and Bradstreet rating, etc. Customer credit limits are set by the Granite Treasurer.
- **Corporate Tax Payments (except Payroll):** Payments for local, state or federal income taxes. All are approved by the tax department.
- **Expense Reports:** Expense reports are for employee reimbursement for company related out of pocket expenses, and should only be utilized if the employee does not have a company P-Card.
- **P&L/Reserve Write-Offs (including impairments, restructuring costs):** All transactions of this type and/or nature should be approved by the Corporate Controller.
- **Non-PO/Non-Contract Invoices:** Any expenses or invoices that have not been obligated and approved under a PO or Contract.
- **Corporate Financing Arrangement:** Includes new borrowings under credit facilities (foreign and domestic) or short/long term debt, and any amendments to those arrangements. Per the Granite LOA, all borrowings must be approved by the CEO, CFO or Treasurer.

More specific information is available in the Authority Level Matrix, Appendix A1.

6.1 Establishing Signing Authority or Lower-Level Authority Limits

The limits of authority set forth in this policy are the maximum limits authorized for the referenced position or area of responsibility. Such limits may at any time be decreased for any individual occupying a position or area of responsibility should it be deemed appropriate.

6.1.1 Creating Ongoing Lower-Level Authority and Approval Limits

Division Presidents and Corporate Senior Vice Presidents are responsible for creating lower-level authority and approval limits for commitments in their divisions or areas of responsibility for job titles not specifically covered by this policy. These lower-level authority limits should not be beyond the limits of their authority as established by the Authority Level Matrix, Appendix A1. These division or area specific authority and approval matrices must be documented and filed centrally with the Layne Division Controller.

Staffing or authority level changes will be documented noting the effective date of the change. Any changes required to the accounting system, or other support system, will follow the established protocol for managing security requests in the respective system.



Delegation of Authority

Statement of Policy

Policy # FIN-01.007.00

Issued By: Granite Treasury

Page: 5 of 11

6.1.2 Establishing and Maintaining Authority Limits

On an annual basis, the Granite Treasurer will be responsible for identifying and recommending changes, if necessary, to the authority limits identified in this policy in coordination with the CFO. Delegations

6.1.3 Delegations

When individuals with signing authority are temporarily unavailable, their signing authority may need to be delegated to ensure the continuation of business decisions and operations.

1. The delegation of authority must be assigned to an individual who has an understanding of all related Corporate policies, as well as knowledge of the information or functions to be approved.
2. A delegation should be for a specified period of time and should be in writing (via email).

6.2 Combining Transactions

Dividing a commitment, transaction, or expenditure into two or more parts to evade a limit of authority is prohibited and is a violation of this policy. This policy shall be interpreted broadly so that a series of reasonably related transactions and expenditures shall be considered as a single transaction for purposes of determining approval and authority levels required by this policy.

6.3 Transactions Involving Foreign (non-U.S.) Governments & Government-Entities, Foreign Government Officials, or Compliance-Sensitive Accounts

It is the Company's policy to comply with the laws of all jurisdictions, including those relating to anti-bribery such as the U.S. Foreign Corrupt Practices Act. Transactions between the Company and foreign (non-US) governments and government-owned entities, FGOs, TPIs, and Compliance-Sensitive Accounts (e.g. government hosting, charitable contributions) present additional and significant risks. **The approval of commitments and transactions outlined in the Delegation of Authority Policy must always be made according to the Company's FCPA Compliance Policy and Procedures, Anti-Bribery Policy, International Bid and Tender Policy, and any other Company Policy that may apply. Contact the Chief Compliance Officer at Compliance@Layne.com if you have any questions regarding this provision.**

6.4 Documentation

Procedures for specific transaction approvals must be followed as outlined in any other policies that may apply to that transaction. Acceptable supporting documentation most commonly consists of the following:

- Signature(s) and dates on approval documents;
- Electronic approvals as provided by the Company's computerized transaction systems;
- Initials on final contracts or transaction supporting documentation;
- Memorandums;
- E-mail sign-off (when no standardized form exists);
- All documents requiring the Group SVP's authorization must include the sign-off of all employees involved in the approval process; and
- Evidence of pre-approval (when required).

All approvals obtained for any commitment, transaction, or expenditure must be maintained in accordance with the Company's Records Retention Policy.



Delegation of Authority

Statement of Policy

Policy # FIN-01.007.00	Issued By: Granite Treasury	Page: 6 of 11
------------------------	-----------------------------	---------------

6.5 Policy Interpretation

The Granite CFO, Treasurer and Assistant Treasurer are responsible for the interpretation of this policy and ensuring uniform and consistent interpretation across the organization.

7. Reference Documents

1. Anti-Bribery Policy
2. Code of Business Conduct and Ethics
3. FCPA Compliance Policy and Procedures
4. Fixed Assets Procedures (Financial Reporting & Accounting Procedures ("FRAP"), Section II)
5. International Bid and Tender Policy
6. Records Retention Policy
7. Vendor Set-Up and Maintenance Policy

8. Violation of the Policy

Violation of this policy may lead to discipline, up to and including discharge, subject to federal, state and local laws and/or collective bargaining agreements, where applicable. Refer to the Code of Business Conduct and Ethics for guidance on reporting concerns or violations of this policy.

9. Reservation of Rights

The Company reserves the right to modify or terminate this policy. Modifications or updates will be communicated in accordance with the Company's Policy Management Policy.

10. Appendix

- Appendix A1. - Authority Level Matrix (U.S. Dollars)
- Appendix A2. - Designation of Authority Form



Delegation of Authority

Statement of Policy

Policy # FIN-01.007.00AP1	Issued By: Granite Treasury	Page: 7 of 11
---------------------------	-----------------------------	---------------

Appendix A1. - Authority Level Matrix (U.S. Dollars)

Note 1: Limits designated in the following Authority Level Matrices regarding Contract Obligations with Client/Customer are applicable to contracts with standard terms and conditions and margins of similarly situated contracts. All potential contracts that would include any of the following items require approval of the Layne Group SVP, regardless of contract price:

- non-standard terms and conditions,
- non-customary assumed liability to Layne and
- lower than expected margin for similarly situated contracts.

ALL CUSTOMER CONTRACTS WITH TOTAL CONTRACT VALUE ABOVE \$1,000,000 REQUIRES SIGNATURE BY AUTHORIZED OFFICER OF THE CONTRACTING COMPANY, WHICH IS FACILITATED BY RISK MANAGEMENT.

Note 2: All real estate leases above \$250,000 in total commitment value MUST be sent to Corporate Real Estate Services (RES) for review.

Additional Notes:

- Granite Treasurer/Director of Risk Management must review all bids requiring bonds, letters of credit and parental guarantees, regardless of size.
- Bids involving unusual financing risks MUST be approved by the Granite CFO.
- Bids involving hazardous materials must be reviewed by the Granite VP of Safety and VP of Environmental Services.
- Prior to execution of a Teaming Agreement, a project must receive the appropriate level as specified in the Granite Large Projects Approval Policy and Procedure.

Management may issue additional guidelines to support this policy.

Note: Expenditures approved in connection with a budget already approved by the Board of Directors do not require further approval or resubmission to the Board. In such cases the Board delegates to the CEO or CFO all authorizations necessary to effectuate such expenditures or contracts.

Note: Any contract or expense transaction related to FGOs must also abide by the respective Compliance policies:

- Any contract agreements with FGOs must comply with the International Bid policy, which requires any contracts to be reviewed by Corporate Compliance
- Any expenses or payments related to FGOs must comply with the FCPA policy



Delegation of Authority

Statement of Policy

Policy # FIN-01.007.00AP1	Issued By: Granite Treasury	Page: 8 of 11
---------------------------	-----------------------------	---------------

WMS GROUP SVP DIRECT REPORTS							
Transaction Categories	VP, WMS Group Operations	Water Resources VP, Division Ops Manager	Inliner VP, Division Ops Manager	Mineral Services VP, Division Ops Manager	Group General Counsel	Group HR Manager	Group Safety Manager
Contract Obligation with Client/Customer (including MSAs) see Note 1	15 million	3 million	10 million	3 million	2 million	-	-
Change Order / Contract Addendum	15 million	3 million	10 million	3 million	2 million	-	-
Contractual Obligation with Vendor/Supplier for Inventory and Direct Materials	8 million	3 million	5 million	3 million	-	-	
Contract Obligation with 3rd party (vendor/consultant) for Indirect Costs	5 million	1 million	1 million	1 million	1 million	100,000	250,000
Non-PO/Non-Contract Invoices	7 million	1 million	1 million	1 million	1 million	350,000	250,000
Real Estate Leases see Note 2	5 million	5 million	5 million	5 million	-	-	-
Expense Reports	100,000	50,000	50,000	50,000	50,000	20,000	20,000
Project-related Gross Margin Changes (including LDs)	1 million	1 million	1 million	1 million	-	-	-

Finance Organization DOA						
Transaction Categories	Group Controller	VP, Finance & Treasury	VP, Tax	VP, IT	Directors	Managers
Contract Obligation with 3rd party (vendor/consultant) for Indirect Costs	250,000	250,000	250,000	250,000	100,000	-
Corporate Tax Payments (except payroll)	-	-	500,000	-	-	-
P&L/Reserve Write-Offs (incl impairments, restructuring costs)	100,000	-	-	-	-	-
Non-PO/Non-Contract Invoices	250,000	250,000	250,000	250,000	100,000	10,000
Expense Reports	50,000	50,000	50,000	50,000	10,000	5,000



Delegation of Authority

Statement of Policy

Policy # FIN-01.007.00AP1	Issued By: Granite Treasury	Page: 9 of 11
---------------------------	-----------------------------	---------------

Authority Level Matrix (continued)

Inliner Division DOA						
Transaction Categories	Regional VP	District Managers	Branch Managers	Project Managers	Finance Director	Controller
Contract Obligation with Client/Customer (including MSAs) see Note 1	5 million	2 million	1 million	250,000	-	-
Change Order / Contract Addendum	5 million	1 million	500,000	250,000	-	-
Contractual Obligation with Vendor/Supplier for Inventory and Direct Materials	5 million	2 million	1 million	250,000	-	-
Contract Obligation with 3rd party (vendor/consultant) for Indirect Costs	750,000	500,000	500,000	100,000	100,000	-
Non-PO/Non-Contract Invoices	250,000	100,000	100,000	25,000	100,000	50,000
Real Estate Leases see Note 2	250,000	-	-	-	-	-
Expense Reports	20,000	10,000	10,000	5,000	10,000	5,000
Project-related Gross Margin Changes (including LDs)	250,000	50,000	50,000	50,000	50,000	-

Water Resources Division DOA							
Transaction Categories	Vice Presidents / Directors	General Managers	Area Managers	Project Manager III	Business Dev. Managers	Project Managers/ Account Managers	Business Process Manager
Contract Obligation with Client/Customer (including MSAs) see Note 1	2 million	1 million	500,000	500,000	500,000	100,000	-
Change Order / Contract Addendum	2 million	1 million	500,000	500,000	500,000	100,000	-
Contractual Obligation with Vendor/Supplier for Inventory and Direct Materials	500,000	500,000	100,000	100,000	-	50,000	-
Contract Obligation with 3rd party (vendor/consultant) for Indirect Costs	500,000	500,000	100,000	100,000	-	50,000	-
Non-PO/Non-Contract Invoices	100,000	100,000	50,000	50,000	25,000	25,000	25,000
Real Estate Leases see Note 2	-	-	-	-	-	-	-
Expense Reports	15,000	10,000	10,000	10,000	10,000	10,000	5,000
Project-related Gross Margin Changes (including LDs)	50,000	50,000	-	50,000	-	-	-



Delegation of Authority

Statement of Policy

Policy # FIN-01.007.00AP1	Issued By: Granite Treasury	Page: 10 of 11
----------------------------------	-----------------------------	----------------

Authority Level Matrix (continued)

Mineral Services Division DOA				
Transaction Categories	General Manager (International)	General Manager (Domestic)	Operations Managers	Finance Manager
Contract Obligation with Client/Customer (including MSAs) see Note 1	1 million	1 million	500,000	-
Change Order / Contract Addendum	1 million	1 million	500,000	-
Contractual Obligation with Vendor/Supplier for Inventory and Direct Materials	500,000	250,000	75,000	-
Contract Obligation with 3rd party (vendor/consultant) for Indirect Costs	500,000	100,000	75,000	50,000
Non-PO/Non-Contract Invoices	100,000	100,000	100,000	50,000
Real Estate Leases see Note 2	250,000	-	-	-
Expense Reports	10,000	10,000	10,000	5,000
Project-related Gross Margin Changes (including LDs)	50,000	50,000	-	-

Group Functions DOA			
Transaction Categories	Legal Manager	HR Benefits Director/Mgrs	Safety Manager
Non-PO/Non-Contract Invoices	10,000	100,000	10,000
Expense Reports	5,000	5,000	5,000



Delegation of Authority

Statement of Policy

Policy # FIN-01.007.00AP2	Issued By: Granite Treasury	Page: 11 of 11
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Appendix A2. - Designation of Authority Form



Designation of Authority Form

Policy # FIN-01.007.00FM1	Effective Date:	Oct 10, 2013	Page: 1 of 1
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I, _____, hereby delegate my authority to _____
 [Name of Requestor] [Name of Delegate]

This delegation of authority is valid during the following time period:

_____ to _____.

This delegation of authority is limited to the following areas and approval amounts:

Note: The delegated authority amount cannot be greater than the policy-defined authority limit for the requestor.

Signature of Requestor

Date

Signature of Delegate

Date

Signature of Division Controller

Date

**LAYNE CHRISTENSEN COMPANY
CERTIFICATE OF SECRETARY**

RESOLVED, that, effective January 1 through December 31, 2020, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$100,000, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1 through December 31, 2020, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$500,000, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1 through December 31, 2020, the individuals named on the attached Exhibit 3 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$2 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1 through December 31, 2020, the individuals named on the attached Exhibit 4 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$3 million, relating to any and all domestic construction projects arising out of the Company's operations.

I, Aaron Storm, do hereby certify that I am duly qualified as Secretary of LAYNE CHRISTENSEN COMPANY, a Delaware corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective December 2, 2019, by unanimous written consent of the Board of Directors; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: December 2, 2019



Aaron Storm

EXHIBIT 1
\$100,000 Authority
Project Managers I & II
Account Managers

LAYNE CHRISTENSEN COMPANY

AUTHORIZED SIGNERS

Brian M. Snelten, Project Manager
Joseph J. Eisha, Project Manager
Christopher C. Kennedy, Project Manager
Duane R. Trammell, Project Manager
Andrew L. Seiden, Project Manager
David M. Brashear, Project Manager
Gary L. Grace, Project Manager
Miguel E. Martinez, Project Manager
Donald R. Ranft, Project Manager
Logan M. Wartick, Project Manager
Jordan A. Albarado, Project Manager
Casey T. Gnau, Project Manager
Jason W. Ganseboom, Project Manager
Wesley C. Van Allen, Project Manager
Juan C. Lopez-Vasquez, Project Manager
Michael Hartman, Project Manager
Matthew D. Barnes, Project Manager
Sean J. Miguel, Project Manager
Donald G. Williams, Project Manager
Tristan Parsley, Project Manager
Jeffrey R. Stollhans, Account Manager
Michael A. McDonald, Account Manager
Richard A. Trujillo, Account Manager
Thomas A. Hetzel, Account Manager
Steve Zarcone, Account Manager
Brian W. Dellett, Account Manager
Daniel E. Callahan, Account Manager
Taylor A. Busch, Account Manager
Ryan S. McMurry, Account Manager
Dustin P. Deville, Account Manager
Bradley A. Harris, Account Manager
Timothy R. Miller, Account Manager
John J. Gornick, Account Manager
Stuart E. Lambert, Account Manager
Emily E. Miesner, Account Manager
Brandon D. Butrum, Account Manager
Dylan Michael Ellis, Account Manager
James C. Freeman, Account Manager
Russell Redding, Account Manager
Lawrence Hairelson, Account Manager

ATTESTORS

Marybeth Rios, Administrative Assistant
Miguel Martinez, Project Manager
Craig Brugger, Operations Manager
John Cathey, Project Manager
Andrew Smith, Engineering Manager
Jessica Anderson, Administrative Assistant
Patsy Reeves, Administrative Assistant
Melissa Jones, Administrative Assistant
Kathryn Vance, Project Administrator
Jonathan Mai, Assistant Project Manager
Taylor E. Combs, Assistant Project Manager
Crystal N. Gregory, Assistant Project Manager
Jeff Hart, Operations Manager
Shellie Fox, Operations Financial Analyst/Accountant
Thomas Healy, Project Manager

EXHIBIT 2
\$500,000 Authority
Business Development Managers
Project Managers III

LAYNE CHRISTENSEN COMPANY

AUTHORIZED SIGNERS

James Bruneio, Jr., Business Development Manager
Mark S. Howard, Business Development Manager
Robert E. Curley, Business Development Manager
Matthew T. Reed, Project Manager (III)
Andrew J. Smith, Project Manager (III)

ATTESTORS

Marybeth Rios, Administrative Assistant
Miguel Martinez, Project Manager
Craig Brugger, Operations Manager
John Cathey, Project Manager
Brian Dellett, Account Manager
Mary Foy, Administrative Assistant
Steve Crook, Branch Manager
Donald Ranft, Project Manager
Jacki Horton, Administrative Assistant
Patsy Reeves, Administrative Assistant
Bradley A. Harris, Account Manager
Shellie Fox, Operations Financial Analyst/Accountant
Max Palmer, Area Manager

EXHIBIT 3
\$2M Authority
General Managers
Area Managers

LAYNE CHRISTENSEN COMPANY

AUTHORIZED SIGNERS

David W. Branham, General Manager
Jerri L. McKenna, General Manager
William C. Stuckey, General Manager
Todd A. Howard, General Manager
David A. Tormoehlen, General Manager
Timothy S. Oman, General Manager
Robert Grecki, Area Manager
Charles M. Crook, Area Manager
Terence L. Heiliger, Area Manager
Logan M. Scherm, Area Manager
Jim Benjamin, Area Manager
Steven Costello, Area Manager
Stephen P. Anderson, Area Manager
Matthew Reed, Project Manager
Bill Balluff, Area Manager

ATTESTORS

Tristan Parsley, Project Manager
Juan Lopez, Project Manager
Crystal Gregory, Assistant Project Manager
Jordan Albarado, Project Manager
Casey Gnau, Project Manager
William Balluff, Business Development Manager
Brian Snelton, Project Manager
Joseph Eisha, Account Manager
Cathleen White, Administrative Supervisor
Susan Henney, Administrative Assistant
Jeny Musso, Administrative Assistant
Paula Miles, Administrative Assistant
Jessica Anderson, Administrative Assistant
Everette Burge, Field Supervisor
Patsy Reeves, Administrative Assistant
Craig Brugger, Operations Manager
Marybeth Rios, Administrative Assistant
Miguel Martinez, Project Manager
John Cathey, Project Manager
Andrew Smith, Engineering Manager
Wes Van Allen, Project Manager
Brian Dellett, Account Manager
Mike Schanaman, Project Manager
Mark Howard, Business Development Manager
Matthew Reed, Project Manager

Daniel E. Callahan, Account Manager
Shellie Fox, Operations Financial Analyst/Accountant

EXHIBIT 4
\$3M Authority
Vice Presidents
Division Ops Manager

LAYNE CHRISTENSEN COMPANY

AUTHORIZED SIGNERS
Greg McInnis, Vice President

ATTESTORS
Christine Frisby, Executive Assistant
Susan Henney, Administrative Assistant



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation
WHIDDEN SURVEYING & MAPPING, INC.

Filing Information

Document Number	P04000172055
FEI/EIN Number	20-2111200
Date Filed	12/27/2004
State	FL
Status	ACTIVE

Principal Address

9200 BELVEDERE ROAD
SUITE #114
ROYAL PALM BEACH, FL 33411

Changed: 01/06/2012

Mailing Address

9200 BELVEDERE ROAD
SUITE #114
ROYAL PALM BEACH, FL 33411

Changed: 01/06/2012

Registered Agent Name & Address

WHIDDEN, THOMAS E
9200 BELVEDERE ROAD
114
ROYAL PALM BEACH, FL 33411

Address Changed: 02/03/2014

Officer/Director Detail

Name & Address

Title P

WHIDDEN, THOMAS E
9200 BELVEDERE ROAD
114
ROYAL PALM BEACH, FL 33411

Title VP