



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #3
Supplemental Information

Tracking Number

CC 2017-46

Agenda Item Summary Memo

Title: Well #9 Rehab Authorization – Supplemental Information

Meeting and Date: City Council – August 22, 2017

Synopsis: Seeking authorization to spend in excess of \$20,000 to repair well #9

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Mayor and City Council
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: August 18, 2017
Subject: Well #9 update

Summary

I am seeking council approval to spend more than \$20,000 contracting with Layne Christensen to retrieve the pump, motor assembly and well pipe from well #9.

Background

Well #9 which is located at the northwest corner of the intersection of Bristol Ridge Rd. and Kennedy Rd. has been inoperable since the evening of August 9th. Layne Christensen was contracted to pull the well pump and motor and inspect them for damage, for a cost not to exceed \$19,825.00. I have attached the quote for reference. Work began on Monday August 14th and concluded on Thursday August 17th when it was found that the pump and motor assembly along with four sections of pipe had become separated and are now sitting at the bottom of the well. To retrieve the pipe, pump and motor assembly, we will need to televise the well at a cost of \$1700, and authorize Layne Christensen to proceed at a cost of \$589.00/hr for a 3 person pump crew to try and “fish” the entire assembly out of the well. The estimated time is at a minimum, four full days which equates to ~\$18,848 plus any fabrication they have to do to the fishing tool. To be safe, I would estimate 5 days of work which would add an additional \$4712. In total, we would need to authorize an additional ~\$25,620 to complete 5 days of work and televise the well. Once this is completed, we will then be able to determine the cost of repairing/replacing the pump and motor assembly and reinstalling the well which we will have to bring back to a future meeting for approval.

At this time, none of this money is budgeted for expenditure. However, we do have \$163,000 budgeted for the rehab of well #7. Well #9 is tentatively budgeted for 2020, so we can switch well 7 to this year and hold off on well 9 until 2020.

Recommendation

I would recommend that the Mayor and City Council authorize Layne Christensen, in an amount not to exceed \$26,000, to televise well #9 and retrieve the remaining pipe, motor and pump assembly from said well.

I would also recommend that we use the money budgeted for well #7 to repair well #9 and perform the work on well #7 in 2020 when well #9 was originally budgeted. I would ask that this be placed on the August 22, 2017 City Council agenda for discussion. If you have any comments or questions, please let me know.



August 10, 2017

TO: Bart Olson, City Administrator
Tom Konen, Water Superintendent
United City of Yorkville

RE: **City of Yorkville, Well No. 9**
400HP Byron Jackson Type H Pump Repair

Dear Sirs:

We wish to provide our estimates for the pulling and inspection of the 400HP Byron Jackson Type H submersible pump in your Well No. 9. Our Service Technician visited the site today and reports that the megger readings from the surface indicted a ground fault, either due to a motor and/or cable issue. The pump needs to be pulled and inspected to determine the root cause of the problem.

Our work to mobilize to the site a single time; pull the pump to the surface; and perform an on-site inspection is estimated as follows:

Mobilize, and setup equipment	\$4,375.00
Pull and inspect pump on-site	\$15,450.00
TOTAL	\$19, 825.00

The above estimate to pull the pump assumes the pump is intact and can be pulled in a normal fashion.

Once the pump has been pulled and briefly inspected on-site, we would be better prepared to estimate to the City on the necessary repairs.

As we have discussed before, please remember that Layne is the authorized repair center and representative for Flowserve/Byron Jackson in northern Illinois and has been since 1972. During this time, we have installed over 400 new Byron Jackson Type H submersible pumps and have performed dozens and dozens of successful Byron Jackson submersible pump repairs. The City will know that the Well No. 9 Type H motor will be handled and properly serviced by only factory certified service crews; no other company can state this fact. Also, Layne has performed *all* maintenance on the Byron Jackson submersible pumps in every other City well in Yorkville.

As part of the IEPA regulations, the motor seal should be balanced and the seal and motor dewatered in accordance with our exclusive procedure. As a result of the July 1, 2012 IEPA guidelines, the motor/bowl disconnection and seal servicing cannot be conducted over the well but will be conducted in a sealed motor service containment module that will be transported to the site. To our knowledge Layne is the only contractor in the country that is currently utilizing such a device to meet these IEPA regulations.

WATER RESOURCES

Bart Olson, City Administrator, City of Yorkville
Tom Konen, Water Supt.
August 10, 2017
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Layne certainly appreciates the opportunity to quote the City on this project. *If you would like Layne to perform this work, please sign and email back the attached Work Order Form.*

As usual, please do not hesitate to call us if you have any questions or would like to discuss the matter in further detail. Thank you.

Yours very truly,

Thomas P. Healy

Thomas P. Healy, P.E.
General Manager
Layne Christensen Company

Michael McDonald

Michael McDonald
Account Manager
Layne Christensen Company



WORK ORDER



Layne Christensen Company
 721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941
 229 W. Indiana Ave., P.O. Box 489, Beecher, IL 60401; Phone (708) 946-2244

Purchaser: City of Yorkville, IL
 Job Location: Well No. 9

SERVICE RATES - EFFECTIVE OCTOBER 1, 2016

	Straight Time		Overtime	Doubletime
	Per Hr.	8 Hr. Day	Per Hr.	Per Hr.
Serviceman w/hand tools	184.00	1472.00	276.00	368.00
Serviceman w/service truck and hand tools, or welder	213.00	1704.00	305.00	397.00
Helper	150.00	1200.00	225.00	300.00
Serviceman and 1 Helper	334.00	2672.00	501.00	668.00
<u>Small Rig or Winch Truck (\$48.00)</u>				
1 Man Crew	232.00	1856.00	324.00	416.00
2 Man Crew	382.00	3056.00	549.00	716.00
3 Man Crew	532.00	4256.00	774.00	1016.00
<u>Middle Rig, Large Hoist or Flatbed Crane (\$64.00)</u>				
1 Man Crew	248.00	1984.00	340.00	432.00
2 Man Crew	398.00	3184.00	565.00	732.00
3 Man Crew	548.00	4384.00	790.00	1032.00
<u>Big Rig, Large Hoist and Poles, or Large Crane (\$105.00)</u>				
1 Man Crew	289.00	2312.00	381.00	473.00
2 Man Crew	439.00	3512.00	606.00	773.00
3 Man Crew	589.00	4712.00	831.00	1073.00
4 Man Crew	739.00	5912.00	1056.00	1373.00
Power Tong Usage, per 8 hour shift		460.00		
<u>Machine Shop/Yard Labor and Equipment</u>				
Machinist and Equipment	177.00	1416.00	257.00	337.00
12" Threading Machine and Operator	203.00	1624.00	283.00	363.00
Serviceman w/hand tools	160.00	1280.00	240.00	320.00
Helper	147.00	1176.00	220.50	294.00
Sandblast Equipment and 2 man crew	355.00	2840.00	508.50	662.00

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

Subsistence-Per Man
 Over 55 miles radius from home office.....\$60.00 + Hotel

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for sixty (60) days from the date of invoice or other written notice from Contractor. After said sixty (60) days, disposal of such equipment may be made by the Contractor without incurring any liability. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

REMARKS:
Time & Material repairs of the 400HP Byron Jackson Type H submerisble pump, per our 8/10/17 letter.

Work Authorized on Behalf of Purchaser By: _____
 Date: _____ Title: _____

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damage limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made within one (1) year after Contractor's completion of work hereunder. Furthermore, Contractor will accept no liability, consequential damages for damage to Purchaser's well and appurtenances resulting from the rehabilitation process. All liability and risk associated with such Contractor also does not guarantee any specific results or production improvements from a well rehabilitation.

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employment option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessary debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2% per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable cost Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard: the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total cost or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any materials been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and costs; and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials at installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knockdown" considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and a presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any person without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations under this contract or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to a division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed and shall be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject contract are hereby