

AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING AND AN AGREEMENT WITH LAYNE CHRISTENSEN COMPANY FOR REPAIR AND REPLACEMENT OF WELL PARTS AND EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$61,105.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, City staff recommend the approval of an agreement with Layne Christensen Company to repair and replace the City's inventory of spare well parts and equipment for emergency purposes for an amount not to exceed \$61,105 (the "Agreement"); and

WHEREAS, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The recitals to this resolution are adopted and incorporated herein as Section One to this Resolution.

SECTION 2: The City's corporate authorities approve, authorize, and direct the City Manager to enter into an agreement, in a form acceptable to him, with Layne Christensen Company, to repair and replace well inventory parts and equipment in an amount not to exceed \$61,105.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.


SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 26th day of September 2022 and approved by me as Mayor on the same day. Passed by a 6-0-2 roll call vote. Aye: Larson, Smith, McAdams, Verbic, Faivre, Barnes. Nay: None. Absent: Morris, Perkins.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

**INDEPENDENT CONTRACTOR
AGREEMENT FOR SERVICES**

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "**Layne Christensen Company**" hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows

A. Services:

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term:

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission.

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit A. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum merit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor.

D. Changes in Rates of Compensation (and Prevailing Wages):

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. To the extent applicable, the contractor shall further comply the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq. **Prevailing wage records must be submitted with each invoice submitted; invoices submitted without corresponding prevailing wage records will not be processed until the certified payrolls are submitted.**

E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City, which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibit A, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its' own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes.

H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Sexual Harassment: The Contractor certifies that it follows the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Drug Free Workplace: The Contractor certifies that it follows the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a

controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: ☐ United States Citizen or Corporation ☐ Resident Alien ☐ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number is 480920721 and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the Contractor

certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, *et. seq.* The Contractor further certifies that it follows all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*

General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, taxes, liabilities, charges or expense, including but not limited to attorneys fees and court costs, which the City may sustain or for which it may become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, due to or arising in any manner from the intentional or wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them, or otherwise arising out of this Agreement or the Contractor's performance of services on behalf of the City.

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any

nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit C. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A and Exhibit B. Except for those terms included on Exhibit A and Exhibit B, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City in writing, or they shall be the sole expense of the Contractor.

L. Notices:

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City:

City Manager
City of DeKalb
164 E. Lincoln Hwy.
DeKalb, IL 60115

For the Contractor:

Layne Christensen Co.
721 W. Illinois Ave.
Aurora, IL 60506
Attn: Bill Balluff

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to

the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

N. Progress Reports:

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

Agreed to this 28th day September 2022.

City of DeKalb



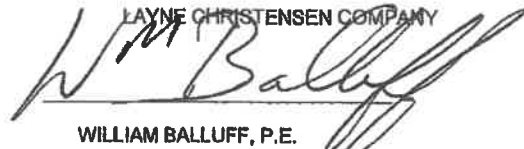
City Manager



Executive Assistant

Contractor

LAYNE CHRISTENSEN COMPANY



WILLIAM BALLUFF, P.E.

WRD ACCOUNT MANAGER III



KATHRYN VANCE

WRD ASSISTANT PROJECT MANAGER

Exhibit B:

Insurance Requirements:

1. All Contractors and All Contracts.

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to workers' compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

2. Certificates and General Conditions:

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional *primary* insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days notice to the City. Contractor shall maintain said policy in full force and effect for the duration of this Agreement and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this Agreement and insurance provided hereunder, the "City" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City.

3. Comprehensive General Liability Coverage Requirements.

Unless this Section 3 of Exhibit B is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

4. Automobile Insurance Coverage:

Unless this Section 4 of Exhibit B is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor

has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

5. Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage:

Unless one or more subsections of this Section 5 of Exhibit B is clearly marked out as being in applicable:

A. Professional Liability / Malpractice: Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

B. Errors & Omissions Insurance Coverage: Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains errors & omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

6. Indemnification.

The policy limits, availability or inavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.

7. Additional Insurance Requirements.

Contractor shall also be required to provide the following insurance:

AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING AND AN AGREEMENT WITH LAYNE CHRISTENSEN COMPANY FOR REPAIR AND REPLACEMENT OF WELL PARTS AND EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$61,105.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, City staff recommend the approval of an agreement with Layne Christensen Company to repair and replace the City's inventory of spare well parts and equipment for emergency purposes for an amount not to exceed \$61,105 (the "Agreement"); and

WHEREAS, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The recitals to this resolution are adopted and incorporated herein as Section One to this Resolution.

SECTION 2: The City's corporate authorities approve, authorize, and direct the City Manager to enter into an agreement, in a form acceptable to him, with Layne Christensen Company, to repair and replace well inventory parts and equipment in an amount not to exceed \$61,105.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 26th day of September 2022 and approved by me as Mayor on the same day. Passed by a 6-0-2 roll call vote. Aye: Larson, Smith, McAdams, Verbic, Faivre, Barnes. Nay: None. Absent: Morris, Perkins.




COHEN BARNES, Mayor

ATTEST:


Ruth A. Scott, Executive Assistant



Exhibit A

William Balluff
721 W. Illinois Avenue
Aurora, IL 60506
630.897.8941
graniteconstruction.com

September 9, 2022

Mr. Brian Faivre
City of DeKalb
Department of Public Works
1216 Market Street
DeKalb, IL 60115

Re: DeKalb Well #14 Pump Inspection Report and Repair Estimate

Mr. Faivre:

The City's Well 14 Byron Jackson submersible pump has been removed for maintenance inspection. The components have been disassembled and cleaned. Attached is Layne Pump Inspection Report (PIR) with observations and repair recommendations.

The Byron Jackson 200 HP motor, that was removed from Well 14, was serviced and reinstalled. This scope was not included in the original estimate under the assumption that the City's spare motor would be utilized.

The total invoicing for the base scope of removing and setting the pump, including the motor service is \$64,781.50.

Please consider the following, per the recommendations of the PIR, costs and estimates to replace the bowl assembly, rehabilitate the Line Pipe, and store those elements in DeKalb as spare components:

• New Byron Jackson 8 stage 13MQ/12MQH4L4 CIBF factory built bowl assembly, estimated delivery of 20 weeks	\$38,585
• Up to ten cut & rethread male pipe ends @ \$250 each	\$ 2,500
• Chase and file eleven male threads	\$ 1,100
• Two 8" Line Pipe couplings @ \$260 each	\$ 320
• 8" surge control valve	\$ 1,400
• Epoxy coat 350' of 10" T&C Line Pipe @ \$32 / foot	\$11,200
• Delivery of pipe to City storage, estimate	<u>\$ 6,000</u>

Total Spare Component Rehabilitation Estimate	\$61,105
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Layne looks forward to your visit to our yard to inspect the pump components at a date and time convenient to you. In the meantime, if you have any questions, please do not hesitate to contact me.

Layne Christensen Company

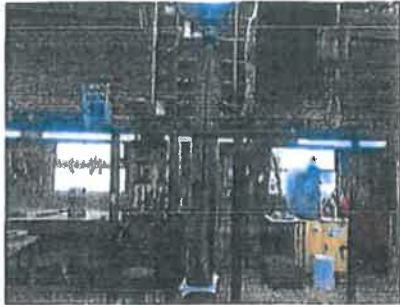


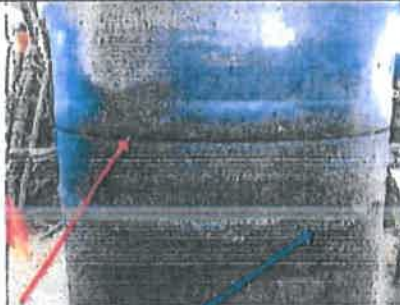


A handwritten signature in black ink, appearing to read "W M Balluff". The signature is fluid and cursive, with a long horizontal stroke at the end.

William Balluff, P.E.
WRD Account Manager III



721 WEST ILLINOIS AVE.
AURORA, IL 60606
630.897.6941 PHONE
630.897.6976 FAX

CITY OF DEKALB WELL #14 PUMP INSPECTION REPORT

JOB NAME	DEKALB	WELL14	DATE	8/16/2022
JOB NO.	1156754	INSPECTED BY	J. KOPP, J. IVERSON	
		BOWL ASSEMBLY	Byron Jackson 6 stage 13MQ/12MQH	
		COLUMN ASSEMBLY	360' of 8 T&C, .8V, Line Pipe	
		MOTOR	Byron Jackson 200 HP, 14", 460V, Type H	
MOTOR				
				
DeKalb 14 Byron Jackson 200 HP, 14", 460V, Type H motor in inspection bay		Lower can in good condition		Stator can in good condition
				
O-Ring joint in good condition. Lower can weld seam has erosion		Oil leak through lower can weld seam after can filled with oil		Shipping cap over motor shaft, seal, and terminals
Motor Observations				
The motor Serial Number is 14-5224-4-1. The motor's winding resistance megs overload. Motor shaft projection, shaft run-out, and shaft rotation meet specifications. The lower can, O-Ring joint, and stator can are in good condition. A weld seam on the lower can has an area of severe erosion. Reference attached Motor Inspection Report.				
Motor Recommendations				
Repair lower can's weld seam's leak. Perform standard field service and return motor to active duty.				

BYRON JACKSON MOTOR INSPECTION - TYPE H

Inspected By J. Iverson Date 8/1/2022

Job Name DeKalb 14 Job # 1156754

HP 200 Size 14 Voltage 460

Motor Serial # 14-5224-4-1

Meg OL

Shaft Projection Spec 7 13/16"

Shaft Projection Measured 7 13/16"

Shaft Run-Out .004"

Rotation good

Condition of Stator Can good

Condition of Lower Can good

Condition of O-Ring Joint good

Condition of Balance Tube good

Balance Tube Clear? Yes

Comments Motor in very good condition with the exception of an area of erosion to a weld seam on the lower can that leaks oil

Is Motor Field Service Eligible? Yes

Recommendations: Repair leak in lower can weld seam. Perform standard field service and return motor to active duty.



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**CITY OF DEKALB
WELL #14 PUMP INSPECTION REPORT**

BOWL ASSEMBLY



DeKalb 14 Byron Jackson 6 stage 13MQ/12MQH on well site immediately after removal from well.



Deep pitting to suction casting observed on site. (Typ. of OD of all castings)



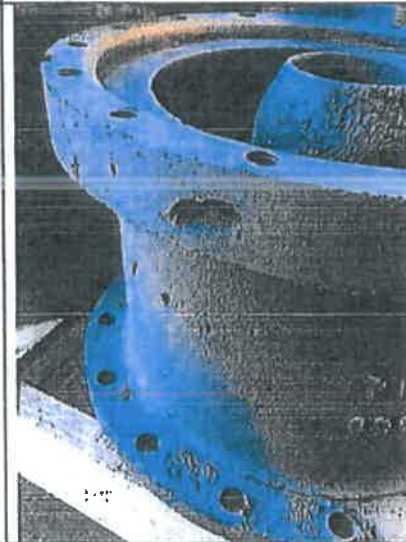
Castings after sandblast



Washed threads on top case flange



Impellers in good condition






Deep pits in suction casting



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**CITY OF DEKALB
WELL #14 PUMP INSPECTION REPORT**

		
Moderate to severe deterioration of interior veins and side wall (typ.)	Moderate to severe wash out in volute (typ.)	Deep pitting on top case flange

Bowl Assembly Observations

Reference attached Bowl Assembly Inspection Report.

Bowl Assembly Recommendations

Replace bowl assembly. Install 10" x 3' T&C discharge pup. Consider installation of sacrificial zinc anodes to OD of bowl.

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BOWL ASSEMBLY INSPECTION REPORT

Project		Dekalb, IL		Well No.	14	Date	8-12-2022
Project No.		1156754		Inspected by		John Kopp	
Serial No.		N/A, Flowserve – BJ		Bowl Assembly		13MQ/12MQH – 6 Stage full	
Stage No.	Wear Ring	Impeller Skirt	Clearance	Bearing ID	Impeller Shaft	Clearance	
1 (suction)	6.517	6.454	.063	1.957	1.935	.022	
2	6.531	6.458	.073	1.951	1.935	.016	
3	6.526	6.456	.070	1.950	1.935	.015	
4	6.523	6.454	.069	1.951	1.935	.016	
5	6.530	6.457	.073	1.951	1.935	.016	
6	6.531	6.458	.073	1.950	1.935	.015	
			Top Case	1.949	1.935	.014	
			Port Body	1.950	1.935	.015	
Impeller Shaft	1-15/16" X 108", Mic .002" under at bushing locations						
Fasteners	Carbon Steel						
Strainer	Galvanized, destroyed						
Collets	SST, ok						

COMMENTS: Exterior of all castings have moderate to major pitting damage. Interior of cases moderate to detrimental vane deterioration and side-wall erosion (2 of the 6 intermediate cases are not repairable and 3 of the remaining 4 have moderate deterioration to vanes/sidewalls which would require a fair amount of ceramic coating). Port body and top case flange are in poor condition as well with major deterioration throughout. Impellers are ok but would recommend a new shaft if trying to reuse pump. Our recommendation is to build a new pump to replace this one. Also, might want to think about zinc sleeve application to pump and installing a 3ft pup pipe as well (current pump does not contain one). Pump is set up for use with 14" BJ motor and 10" discharge.

WATER RESOURCES



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CITY OF DEKALB WELL #14 PUMP INSPECTION REPORT

COLUMN PIPE



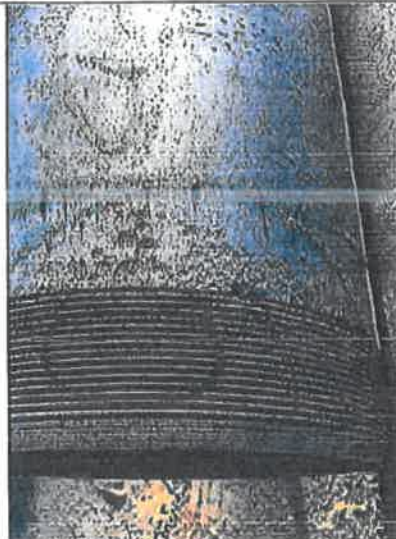
10" T&C Line Pipe racked on site



Top thread would not disengage and was torch cut



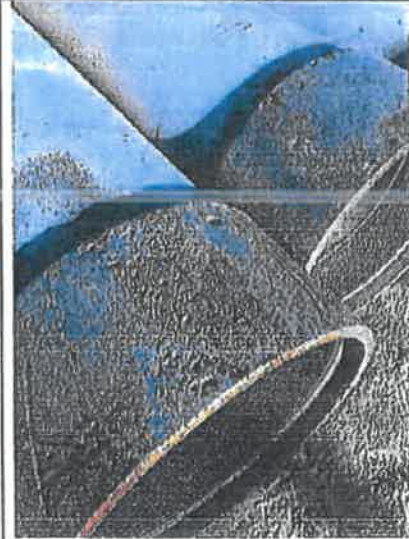
Male threads were inspected with an API calibrated gauge



Exterior pitting (typ. of 5 joints)



Deep exterior pit



Erosion to coupling



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**CITY OF DEKALB
WELL #14 PUMP INSPECTION REPORT**

Pipe Observations

Overall, pipe in good condition. Five joints have moderate to severe outside diameter pitting just above male threads.

Pipe Recommendations

Cut & Thread six male ends.
Chase eight male end threads
Replace two coupling and the one surge control valve – cut and thread exposed ends.
File three coupling threads
Epoxy coat pipe inside and out.

Discharge Head Observations

The pitless adapter spool has a large divit.

Discharge Head Recommendations

Apply steel epoxy to divit. Epoxy coat spool.

CABLE

The 350 MCM submersible cable arced in the pitless adapter damaging the top thirty feet. After removing the damaged cable, the remaining cable and flat cable passed a Hi-Pot tested. Reference attached Cable High Potential Test sheets.

Recommend reusing the cable and splicing a new length of 350 MCM to achieve original pump setting.

WELL

Total depth of the well was measured with a wire-line at 1297'. The well's reported original total depth is 1313'.



CABLE HIGH POTENTIAL TEST

Customer: DeKalb, IL

Date 8/8/2022

Job No 1156754

Well No.: 1 4 Location: Aurora, IL - Layne Yard

Cable Description: 600Volt/350MCM w/grds Length: 375 Installed By:

Type of Test: Proof Max. Test Voltage: 2,000 Duration: 5 min. Motor Voltage: 460

Weather: Indoors Temperature: 80 ° Humidity:

Test Equipment: 6KV Test Set Test Engineer: J. Geltz Time:

READINGS ON VOLTAGE RISE

Test Voltage	Leakage I in Micro - Amps			
	AØ	BØ	CØ	
	Orange	Red	Yellow	
400				
800				
1200				
1600				
2000				

READINGS WITH VOLTAGE CONSTANT

Time in Min.	Leakage I in Micro - Amps			
	AØ	BØ	CØ	
	Orange	Red	Yellow	
0	1.1	1.0	1.3	
1	.6	.8	.9	
2	.7	.9	.8	
3	.6	.7	.8	
4	.5	.6	.7	
5	.6	.8	.7	

DISCHARGE TIME

Comments:

Hypot test power cable only-No Byron Jackson Flat-Cable attached. Leakage values are quite low and cable appears suitable for reuse. However, note that reinstallation means cable as tested on spool above ground will be flexed over cable sheaves, squeezed against pipe by stainless steel banding and will be subject to possible down-hole damage, as well as significant hydrostatic pressure. Hypot testing may not detect leakage to atmosphere. (i.e. external holes in cable insulation).

Witness:

Signature:

John Geltz

WATER RESOURCES

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CABLE HIGH POTENTIAL TEST

Customer: DeKalb, IL

Date 8/8/2022

Job No 1156754

Well No.: 1 4 Location: Aurora, IL - Layne Yard

Cable Description: BJ Flat Cable Length: Installed By:

Type of Test: Proof Max. Test Voltage: 2,000 Duration: 5 min. Motor Voltage: 460

Weather: Indoors Temperature: 80 ° Humidity:

Test Equipment: 6KV Test Set Test Engineer: J. Geltz Time:

READINGS ON VOLTAGE RISE

Test Voltage	Leakage I in Micro - Amps		
	AØ	BØ	CØ
	Red	Orange	Yellow
400	.1	.1	.1
800	.1	.1	.1
1200	.2	.2	.1
1600	.2	.2	.2
2000	.2	.2	.2

READINGS WITH VOLTAGE CONSTANT

Time in Min.	Leakage I in Micro - Amps		
	AØ	BØ	CØ
	Red	Orange	Yellow
0	.2	.2	.2
1	.2	.3	.2
2	.2	.2	.2
3	.2	.2	.2
4	.3	.2	.2
5	.3	.2	.2

DISCHARGE TIME

Comments:

Hypot test Byron Jackson Flat-Cable only. Leakage values are quite low and cable appears suitable for reuse. However, note that reinstallation means cable as tested on spool above ground will be flexed over cable sheaves, squeezed against pipe by stainless steel banding and will be subject to possible down-hole damage, as well as significant hydrostatic pressure. Hypot testing may not detect leakage to atmosphere. (i.e. external holes in cable insulation).

Witness:

Signature:

John Geltz

WATER RESOURCES

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