

RESOLUTION NO. R2020- 32

**A RESOLUTION WAIVING COMPETITIVE BIDDING
AND APPROVING A CONTRACT WITH LAYNE CHRISTENSEN COMPANY
TO ABANDON WELL #8 ON COUNTRY RIDGE DRIVE**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City has determined that Well #8 of the City's Water System, located on Country Ridge Drive ("**Well #8**") is no longer necessary for the functional operation of the City's Water System and should be abandoned and rendered inoperable (collectively, the "**Work**"); and

WHEREAS, City staff interviewed and evaluated several qualified companies for the performance of the Work and determined that Layne Christensen Company ("**Contractor**") was the company that best meets the City's requirements; and

WHEREAS, Contractor submitted a proposal to perform the Work in the total not-to-exceed amount of \$26,329; and

WHEREAS, the City proposes to enter into a contract with Contractor for the Well Abandonment Work at the price proposed ("**Well Abandonment Contract**"); and

WHEREAS, the City has budgeted sufficient funds in the 2020-2021 fiscal year budget for the Work scheduled to be completed in 2020; and

WHEREAS, in accordance with Section 1-8-4.B.6.a.1 of the Warrenville City Code ("**City Code**"), the City has determined that the Work is not adaptable to award by competitive bidding because Well #8 is a critical and integral part of the City's infrastructure; and

WHEREAS, the Mayor and the City Council have determined that it is in the best interests of the City and the public to waive the competitive bidding requirements in the City Code and approve the Contracts with Contractor for the performance of the Work;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Waiver of Competitive Bidding. Pursuant to Section 1-8-4.B.6.a.3 of the City Code and the City's home rule authority, the City Council waives the requirement of competitive bidding for the performance of the Work.

SECTION 3: Approval of Contract. The Well Abandonment Contract with Contractor in the total not-to-exceed amount of \$26,329 is hereby approved in the form attached to this Resolution as **Exhibit A**; and

SECTION 4: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Well Abandonment Contract, only after receipt by the City Administrator of at least two executed copies of the Well Abandonment

Contract from Contractor; provided, however, that if the City Administrator does not receive such executed copies of the Well Abandonment Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Well Abandonment Contract shall, at the option of the City Council, be null and void.

SECTION 5: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS ____ day of _____, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2020

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
WELL ABANDONMENT CONTRACT

CITY OF WARRENVILLE

**CONTRACT FOR ABANDONMENT OF WELL IN CITY WATER SYSTEM
(Well #8 – Country Ridge Drive)**

Full Name of Contractor Layne Christensen Company ("Contractor")

Principal Office Address 721 W. Illinois Avenue, Aurora, IL 60506

Contact Person Mike McDonald Telephone Number (630) 486-8343

TO: City of Warrenville ("Owner")
28W701 Stafford Place
Warrenville, Illinois 60555

Attention: Philip Kuchler

Contractor warrants and represents that Contractor has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in Contract, including Attachment A, which is securely stapled to the end of this Contract.

1. **Work**

A. **Work**. Contractor proposes, and agrees, that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials and Supplies**. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the abandonment of Well #8 of the City's Water System, drilled to the approximate depth of 335 feet and located on Country Ridge Drive, Warrenville, Illinois 60555, (collectively, the "Work Site");
2. **Permits**. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance**. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. **Taxes**. Pay all applicable federal, state, and local taxes;
5. **Miscellaneous**. Do all other things required of

Contractor by this Contract; and

6. **Quality**. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards**. Contractor agrees, that all Work shall be fully provided, performed, and completed in accordance with the proposal attached hereto and, by this reference, made a part of this Contract as ***Attachment A*** ("Proposal"). No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Contractor from those set forth in this Contract.

C. **Responsibility for Damage or Loss**. Contractor shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, any damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. **Inspection/Testing/Rejection**. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense and risk.

2. **Contract Price**

Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. **SCHEDULE OF PRICES**

For providing, performing, and completing all Work, the total Contract Price of:

TOTAL CONTRACT PRICE (in writing):

Twenty-Six Thousand Three Hundred Twenty-Nine Dollars.

TOTAL CONTRACT PRICE (in figures): \$26,329.00

B. **BASIS FOR DETERMINING PRICES**

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Contractor, its superintendents, or its office and engineering staff.

C. **TIME OF PAYMENT**

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

A lump sum payment of \$26,329.00 will be paid upon the completion, to the City's satisfaction, of all Work.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. **Contract Time**

Contractor shall commence the Work on **June 15, 2020** provided Contractor shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contractor shall perform the Work diligently and continuously and shall complete the Work not later than **July 31, 2020**.

4. **Financial Assurance**

A. **Bonds**. Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract.

B. **Insurance**. Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below prior to the Commencement Date. Such policies shall be in form, and from companies, acceptable to Owner and shall name Owner, its elected and appointed officials, officers, employees, agents, attorneys, consultants and representatives as additional insureds. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. **Workers' Compensation and Employer's Liability**

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 each
accident-injury
\$1,000,000 each
employee-disease
\$1,000,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. Contractor shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

D. Penalties. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

5. Contractor's Representations and Warranties

In order to induce Owner to accept this Contract, Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Contractor, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within two months after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of two months from the date of such repair or replacement. The time period established in this Section 5A relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or

other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). The prevailing rate of wages, in effect as of the date of this Contract, is ascertained by the Illinois Department of Labor and posted on their website. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Contractor and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including, but not limited to, all wage, notice, and recordkeeping duties and certified payrolls.

D. Not Barred. Contractor is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

E. Patriot Act Compliance. The Contractor represents and warrants to the Owner that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Owner that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Owner, its corporate authorities, and all Owner elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

F. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

6. Acknowledgements

In submitting this Contract, Contractor acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Contractor in this Contract.

B. Binding Effect. Contractor shall be bound by each and every term, condition, or provision contained in this Contract.

C. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

D. Time. Time is of the essence in the performance of all terms and conditions of this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

F. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby, and the remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and interest of this Contract to the greatest extent permitted by applicable law.

G. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until it is reduced to writing and executed and delivered by Owner and Contractor, except that Owner has the right, by written order executed by Owner, to make

changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

H. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Owner.

I. Governing Law. This Contract, and the rights of the parties under this Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

DATED this _____ day of _____, 20__.

CITY OF WARRENVILLE

By: _____
City Administrator

LAYNE CHRISTENSEN COMPANY

By: _____

Its: _____

ATTEST/WITNESS

By: _____

Its: _____

ATTACHMENT A
PROPOSAL



721 West Illinois Avenue
Aurora, Illinois 60506-2892]

T [630-897-6941]
graniteconstruction.com

June 14, 2019

City of Warrenville, IL
ATTN: Mr. John Satter, Utility Division Supervisor
3S346 Mignin Drive
Warrenville, IL 60555

Ref: Well 8 Abandonment

Mr. Satter,

Per your request we have provided the following proposal to complete the work listed below at the above referenced site. If contracted, Layne will do the work on a time and material basis in accordance with the rates, terms, and conditions outlined on the enclosed Work Order Form. This estimate is based upon the pumps pulling from the well without any unusual circumstances such as column separation. If you have any questions, please let us know.

We would normally perform this type of work on a time and material basis, per the rates, terms, & conditions on the attached Work Order Form. Our work would involve a pump service rig and crews of 2 and 3 men to perform this work. If you would like to move forward with this work, please sign this Work Order Form and email it back to us.

Our records indicate that Well 8 was drilled in 1981 to a depth of 335'. The Hole Record shows a 20" diameter borehole from 0' to 76' and a 15" open borehole to 335'. The 20" borehole is cased off with 16" Steel Casing. The existing pump consists of a 10 MQH – 5 Stage bowl attached to a 40HP 10" BJ Motor (Type H). This is set on 200' of 6" T&C Pipe.

The proper abandonment of Well No. 8 falls under the jurisdiction of the DuPage County Health Department and must be performed by an Illinois Licensed Water Well Contractor. In a typical well abandonment project, we would contact the Health Department ahead of time to obtain their approval of our proposed plugging procedure. For this estimate, we assume the following procedure will be suitable.

Scope of Work:

- Mobilize labor and materials to site
- Remove and dispose of the existing pump setting
- Decommission the 10" Type H Byron Jackson Motor and provide Certificate of proper disposal
- Abandon Well 8 with a combination of Chlorinated Pea Gravel, Bentonite chips, and Concrete
- Remove the top 2' of casing
- Backfilling to be performed by the City of Warrenville

Task/Materials	UoM	Unit Cost	QTY	Total Cost
Load Materials in Yard	HR	\$ 350.00	\$ 2.00	\$ 700.00
Mobilize	HR	\$ 398.00	\$ 1.00	\$ 398.00
Rig up	HR	\$ 398.00	\$ 1.00	\$ 398.00
Pull and Dispose of the Existing Setting	HR	\$ 398.00	\$ 13.00	\$ 5,174.00
Set up to abandon Well	HR	\$ 414.00	\$ 1.00	\$ 414.00
Abandonment Permit	EA	\$ 250.00	\$ 1.00	\$ 250.00
Concrete	Yard	\$ 208.00	\$ 1.00	\$ 208.00
Bentonite	Sack	\$ 700.00	\$ 1.00	\$ 700.00
Pea Gravel	Ton	\$ 92.00	\$ 2.00	\$ 184.00
Abandon Well	HR	\$ 414.00	\$ 8.00	\$ 3,312.00
Remove Top 2' of Pitless Adapter	HR	\$ 398.00	\$ 3.00	\$ 1,194.00
Grout Surface and Cover	HR	\$ 398.00	\$ 1.00	\$ 398.00
Demobe and unload in yard	HR	\$ 398.00	\$ 3.00	\$ 1,194.00
Ship BJ Motor	EA	\$ 1,500.00	\$ 1.00	\$ 1,500.00
Decomission Motor	EA	\$ 9,855.00	\$ 1.00	\$ 9,855.00
Misc. Materials	LS	\$ 450.00	\$ 1.00	\$ 450.00
Estimated Total				\$ 26,329.00

No site restoration is included. Proposal is valid for 30 days. We trust this meets your approval and look forward to working with you on this project. If you have any questions please contact me at 630-897-6941.

Sincerely,

Chris Kennedy
Chris Kennedy
Project 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: _____
 Job Location: _____

SERVICE RATES - EFFECTIVE OCTOBER 1, 2018

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

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

Subsistence-Per Man

Over 55 miles radius from home office.....\$65.00 + Hotel

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:

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



August 23, 2017

TO: Byron Jackson Type H Motor Users

RE: Well Pump Maintenance

At the request of our Illinois Byron Jackson dealer Layne Christensen, please be advised that Layne is our sole source representative for vertical turbine submersible well pumps in the state of Illinois.

Also please note that Layne Christensen field service crews have received both factory and field training in the proper handling of Byron Jackson well pumps and The Byron Jackson Type H mercury-sealed motors. Untrained non-Layne crews may not be capable of safely and properly handling the Byron Jackson Type H submersible motors and could void the warranty.

It is imperative that the factory certified personnel should service these Byron Jackson EPA and NSF approved Type H mercury-sealed motors, as well as Byron Jackson replacement double-mechanical seal motors. This would prevent any potential environmental concerns due to improper handling.

If you have any questions, please feel free to call me at 402-984-2189.

Sincerely,

Flowserve Corporation

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

Daniel Mackin
Senior Sales Engineer

CITY OF WARRENVILLE

**CONTRACT FOR ABANDONMENT OF WELL IN CITY WATER SYSTEM
(Well #8 – Country Ridge Drive)**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that Layne Christensen Company as Principal, hereinafter called Contractor, and **[INSERT COMPANY NAME AND ADDRESS]**, as Surety, a corporation organized and existing under the laws of the State of **[INSERT STATE]**, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois 60555, as Obligee, hereinafter called Owner, in the full and just sum of Twenty-Six Thousand Three Hundred Twenty-Nine Dollars (\$26,329.00), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _____, 20__ with Owner entitled "Contract For Abandonment Of Well In City Water System (Well #8 – Country Ridge Drive)" Between City of Warrenville and Layne Christensen Company (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the abandonment of Well #8 of the City's Water System, drilled to the approximate depth of 335 feet and located on Country Ridge Drive, Warrenville, Illinois 60555; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this ____ day of _____, 20__.

Attest/Witness:
By: _____

Title: _____

Attest/Witness:
By: _____

Title: _____

PRINCIPAL: **LAYNE CHRISTENSEN COMPANY**

By: _____
[INSERT NAME]

Title: President

SURETY: **[INSERT COMPANY NAME]**

By: _____

Title: _____

Telephone: _____

CITY OF WARRENVILLE

**CONTRACT FOR ABANDONMENT OF WELL IN CITY WATER SYSTEM
(Well #8 – Country Ridge Drive)**

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that Layne Christensen Company, as Principal, hereinafter called Contractor, and **[INSERT COMPANY NAME AND ADDRESS]**, as Surety, a corporation organized and existing under the laws of the State of **[INSERT STATE]**, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois 60555, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of Twenty-Six Thousand Three Hundred Twenty-Nine Dollars (\$26,329.00), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _____, 20__, with Owner entitled "Contract For Abandonment Of Well In City Water System (Well #8 – Country Ridge Drive)" Between City of Warrenville and Layne Christensen Company (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the abandonment of Well #8 of the City's Water System, drilled to the approximate depth of 335 feet and located on Country Ridge Drive, Warrenville, Illinois 60555; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, §§ 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors,

administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this _____ day of _____, 20__.

Attest/Witness:

By: _____

Title: _____

Attest/Witness:

By: _____

Title: _____

PRINCIPAL: **LAYNE CHRISTENSEN COMPANY**

By: _____
[INSERT NAME]

Title: President

SURETY: **[INSERT COMPANY NAME]**

By: _____

Title: _____

Telephone: _____