



## AGENDA REPORT

**Meeting Date:** April 5, 2011  
**Item Number:** F-13  
**To:** Honorable Mayor & City Council  
**From:** Kevin Watson, Water Operations Manager *KW*  
**Subject:** AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND LAYNE CHRISTENSEN COMPANY FOR WATER WELL AND PUMP RELATED MAINTENANCE AND REPAIR SERVICES

ISSUANCE OF A CHANGE ORDER TO THE EXISTING PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$272,028.55

**Attachments:**

1. Amendment No. 1
2. Amendment No. 2

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### **RECOMMENDATION**

It is recommended that the City Council (i) approve "Amendment No. 2 to an Agreement between the City of Beverly Hills and Layne Christensen Company for Water Well and Pump Related Maintenance and Repair Services;" and (ii) accept this report as the report required under Beverly Hills Municipal Code (BHMC) Section 3-3-206.B regarding the emergency contract executed by the City Manager for services to repair Well 5 as outlined herein.

### **INTRODUCTION**

Staff requests the City Council approve Amendment No. 2 to the Agreement with Layne Christensen Company and the accompanying change order to the purchase order for the necessary repairs to Well 4. Repairs to Well 5 are underway pursuant to a contract executed by the City Manager pursuant to BHMC Section 3-3-206. Until the wells are repaired the water treatment plant cannot be operated due to inadequate water flow. With the water plant not

producing local supply, an approximate 1.5 million gallons per day (4.6 acre feet per day) must be purchased from Metropolitan Water District. Since MWD is currently under mandatory restrictions the City is at risk of purchasing beyond its allocation, which could result in water over \$2,000 per acre foot. Staff had budgeted to make these repairs in FY2011-2012, however, the pumps and motors failed this fiscal year.

## **DISCUSSION**

Pursuant to Section 3-3-206 of the BHMC, Staff initiated the repair of Well 5 under the City Manager's authority to approve a contract if there is an emergency event, such as a situation that threatens the general public health, safety and welfare. In this case, it was necessary to proceed with the repair of Well 5 because the water treatment plant cannot be operated due to inadequate water flow and the suspension of water delivery leaves the City open to vulnerabilities in emergency situations in not having a secondary supply of water. Furthermore, as stated above the City is at risk of purchasing beyond its allocation because of the inoperable water treatment plant. Accordingly, the City Manager executed "Amendment No. 1 to An Agreement Between the City of Beverly Hills and Layne Christensen Company for Water Well and Pump Related Maintenance and Repair Services" in the amount of \$86,875.03 to begin the work to Well 5 and a purchase order was issued. The repair of Well 5 would allow enough water flow to place the plant online in a limited capacity until the rehabilitation of Well 4 is completed.

BHMC Section 3-3-206.B requires that when expenditures are made in an emergency situation, the expenditure must be reported to the City Council at its next regular council meeting if Council approval for such expenditures would have otherwise been required. Accordingly, this report serves as the required notification to the City Council.

In addition, the City Council is presented for consideration Amendment No. 2 to the agreement to repair Well 4. Upon repair of these wells the plant will be back in full operation. The plant will have been off line for over 9 weeks. The first two weeks the plant was down was due to cleaning of the membranes and other maintenance, when the plant was started up staff realized two wells had failed. Wells cannot be rehabilitated without significant investigation before able to scope the required materials and equipment that need to be replaced. The well pump and motor at these two wells lasted a year beyond their expected life. During this period, staff took advantage to complete maintenance of the air stripper and other components of the water treatment plant.

The contractor was originally selected through a bidding process to maintain all of the various pumps and wells throughout the City's operation. The replacement of the pumps and motors at these two wells has been coordinated with Southern California Edison's energy efficiency incentives so upon completion of the work, the City will receive \$20,173.30 in rebates.

During FY 2011/2012, the City will systematically evaluate the proper rehabilitation of the remaining two wells.

**FISCAL IMPACT**

Funds are available in the water enterprise fund. Staff requests to increase the original annual agreement amount of \$100,000 to \$272,028.55. This includes \$86,875.03 for Amendment No. 1 and \$86,875.03 for Amendment No. 2.

Funds for this project are provided as follows:

Budget Unit	Account #	Description of Fund Source/Account #	Amount
8006006	72050	General Equipment and Machine Parts	\$86,875.03
8006003	72170	General Equipment and Machine Parts	\$86,875.03

  
\_\_\_\_\_  
Scott Miller  
Finance Approval

  
\_\_\_\_\_  
David Gustavson  
Approved By

# **Attachment 1**

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND LAYNE CHRISTENSEN  
COMPANY FOR WATER WELL AND PUMP RELATED  
MAINTENANCE AND REPAIR SERVICES

AGREEMENT NO.

97-11

NAME OF CONTRACTOR: Layne Christensen Company

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Douglas L. Watson, General Manager

CONTRACTOR'S ADDRESS: 11001 Etiwanda Avenue  
Fontana, CA 92337

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Kevin Watson  
Water Operations Manager

COMMENCEMENT DATE: April 2, 2008

TERMINATION DATE: April 8, 2012

CONSIDERATION: Not to exceed \$186,875.03, based on the  
hourly rates and unit costs set forth in  
Exhibit B-1 and Exhibit B-1A.

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND LAYNE CHRISTENSEN  
COMPANY FOR WATER WELL AND PUMP RELATED  
MAINTENANCE AND REPAIR SERVICES

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "City"), and Layne Christensen Company (hereinafter called "Contractor"), dated April 15, 2008, and identified as Contract No. 120-08 ("Agreement"), a copy of which is on file in the City Clerk's office.

RECITALS

A. City entered into an agreement with Contractor for water well and pump related maintenance and repair services.

B. City desires to amend that agreement for emergency work related to water well #5. This well is in need of emergency repair and until repaired the water treatment plant cannot be operated due to inadequate water flow. Pursuant to Beverly Hills Municipal Code Section 3-3-206, City desires to amend the scope of work, increase the Consideration of the Agreement in the amount of \$86,875.03 for the emergency repair to water well #5 and extend the termination date.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination Date and Consideration shall be amended as set forth above.

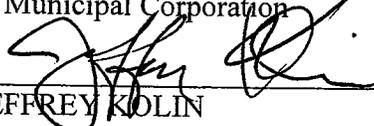
Section 2. Section 1 of the Agreement shall be amended as follows: "CONTRACTOR shall perform the services as described in Exhibit A and Exhibit A-1 to the full satisfaction of CITY."

Section 3. For services described in Exhibit A-1, CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed \$86,875.03 based on the hourly rates and unit costs set forth in Exhibit B-1A. Said Consideration shall constitute reimbursement of CONTRACTOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein."

Section 4. Except as specifically amended by this Amendment No. 1, the Agreement dated April 15, 2008, and identified as Contract No. 120-08 shall remain in full force and effect.

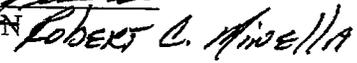
EXECUTED the 29<sup>th</sup> day of March, 2011, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

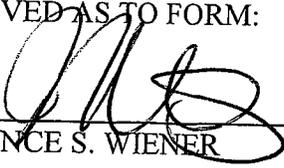
  
\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

CONTRACTOR: LAYNE CHRISTENSEN  
COMPANY

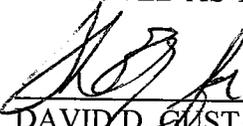
  
DOUGLAS L. WATSON  
General Manager

  
ROBERT C. MINELLA

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A-1

### ADDITIONAL SCOPE OF SERVICES

CONTRACTOR shall provide CITY with all material, supplies, equipment and services in connection with water well and pump repairs to well #5 as follows:

Well #5 Submersible Pump: Remove pump from well, videolog well, send samples to and perform water quality analysis at Water Systems Engineering, replace bowl assembly with new bowl assembly, replace column pipe with new steel column threaded and coupled and fusion-bonded epoxy lined and coated (SkotchKote 134 or Tnemec 140), replace two check valves with new Ductile Iron check valves (no bronze components), furnish new Indar Submersible Motor, 100 horsepower, 4 pole, 460 vole with coupling and motor bracket adapter, provide new materials for submersible cable splice, re-use client's existing submersible cable, furnish new discharge gasket (and bolts if needed), furnish new 1/4" poly airline, furnish new 8" x 6" column adapter to allow for installation of new 6" column, provide epoxy "spot-repair" materials to repair coating damaged using chain tongs during pump install. Install pump, connect to client's electrical and assist client with start-up. CONTRACTOR shall provide a California licensed and certified Electrician and helper (for confined Space Entry) to make final electrical connections and assist client with pump start-up procedures.

**EXHIBIT B -1A**

**WELL #5 SUBMERSIBLE PUMP**

Description	Unit	Quantity	Price	Total
<b>MATERIALS</b>				
Hydroflo 9MH 11 stage submersible pump bowl assembly. Cast iron bowls. Ductile iron motor bracket, 201 stainless steel impellers, 316 stainless steel bowlshaft, Vesconite bearings, zero bronze components assembly. Designed for 600 gpm at 400' TDH.	Each	1	\$8,965.71	\$8,965.71
Pump freight	L/S	1	\$ 321.43	\$321.43
ML24-4/080-N 100 horsepower x 4 pole x 460 volt Indar Submersible Motor	Each	1	\$24,815.71	\$24,815.71
Motor coupling	Each	1	\$600.00	\$600.00
Motor-to-pump adapter	Each	1	\$664.29	\$664.29
Splice Kit	L/S	1	\$250.00	\$250.00
6"x 20" epoxy lined and coated T&c	Each	25	\$892.86	\$22,321.50
6" check valve	Each	2	\$785.71	\$1,571.42
2 part epoxy for Indar motor	L/S	1	\$285.71	\$285.71
¼" poly airline	Feet	500	\$0.14	\$70.00
Motor freight	L/S	1	\$428.57	\$428.57
Check valve freight	L/S	2	\$57.14	\$114.28
Epoxy for spot repairs while installing pump	L/S	1	\$285.71	\$285.71
<b>Well #5 Materials Total: \$60,694.33</b>				
<b>LABOR</b>				
Mob at shop	Hours	1	\$79.00	\$79.00
Pull pump	Hours	22	\$328.00	\$7,216.00
Unload at shop	Hours	4	\$79.00	\$316.00
Tear down at shop	Hours	6	\$79.00	\$474.00
Unload new column at shop	Hours	1	\$79.00	\$79.00
Paint motor	Hours	4	\$79.00	\$316.00
Make splice at shop	Hours	2	\$79.00	\$158.00
Misc shop labor	Hours	3	\$79.00	\$237.00
Load pump, motor, column, cable, etc.	Hours	6	\$79.00	\$474.00
Install pump	Hours	22	\$328.00	\$7,216.00
Demob at shop	Hours	1	\$328.00	\$328.00
Perdiem to pull	Day	1	\$510.00	\$510.00
Perdiem to set	Day	1	\$510.00	\$510.00
Perform system start-up and electrical wiring	Hours	8	\$200.00	\$1,600.00
Videolog well casing	Hours	1	\$750.00	\$750.00
Water Systems Engineering lab analysis	L/S		\$642.86	\$0.00
UPS both ways to Kansas City	L/S		\$75.00	\$0.00
			<b>Well #5 Labor Total:</b>	<b>\$20,263.00</b>
			<b>Well # 5 Materials Total</b>	<b>\$60,694.33</b>
			<b>Applicable Sales Tax:</b>	<b>\$5,917.70</b>
			<b>TOTAL</b>	<b>86,875.03</b>

# **Attachment 2**

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND LAYNE CHRISTENSEN  
COMPANY FOR WATER WELL AND PUMP RELATED  
MAINTENANCE AND REPAIR SERVICES

NAME OF CONTRACTOR: Layne Christensen Company

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Douglas L. Watson, General Manager

CONTRACTOR'S ADDRESS: 11001 Etiwanda Avenue  
Fontana, CA 92337

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Kevin Watson  
Water Operations Manager

COMMENCEMENT DATE: April 2, 2008

TERMINATION DATE: April 8, 2012

CONSIDERATION: Not to exceed \$272,028.55, based on the  
hourly rates and unit costs set forth in  
Exhibit B-1 and B-1B.

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND LAYNE CHRISTENSEN  
COMPANY FOR WATER WELL AND PUMP RELATED  
MAINTENANCE AND REPAIR SERVICES

This Amendment No. 2 is to that certain Agreement between the City of Beverly Hills (hereinafter called "City"), and Layne Christensen Company (hereinafter called "Contractor"), dated April 15, 2008, and identified as Contract No. 120-08, as amended by Amendment No. 1, dated March 25, 2011 and identified as Contract No. 97-11 (collectively "Agreement"), a copy of which is on file in the City Clerk's office.

RECITALS

A. City entered into an agreement with Contractor for water well and pump related maintenance and repair services, which has been previously amended.

B. City desires to further amend that Agreement for emergency work related to water well #4. This well is in need of emergency repair and until repaired the water treatment plant cannot be operated due to inadequate water flow.

NOW, THEREFORE, the parties agree as follows:

Section 1. Section 1 of the Agreement shall be amended as follows: "CONTRACTOR shall perform the services as described in Exhibit A, Exhibit A-1 and Exhibit A-2 to the full satisfaction of CITY."

Section 2. For services described in Exhibit A-2, CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services required by this Amendment No. 2 an amount not to exceed \$85,153.52 based on the hourly rates and unit costs set forth in Exhibit B-1B. Said Consideration shall constitute reimbursement of CONTRACTOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein."

Section 3. Except as amended by this Amendment No. 2, the Agreement dated April 15, 2008, and identified as Contract No. 120-08, as amended by Amendment No.1, shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2011, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

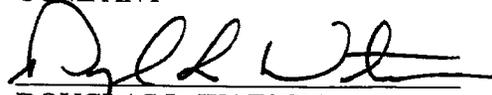
\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills  
California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

(SEAL)

CONTRACTOR: LAYNE CHRISTENSEN  
COMPANY

A handwritten signature in black ink, appearing to read 'Douglas L. Watson', written over a horizontal line.

DOUGLAS L. WATSON  
General Manager

APPROVED AS TO FORM:



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LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:



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DAVID D. GUSTAVSON  
Director of Public Works & Transportation



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KARL KIRKMAN  
Risk Manager

## EXHIBIT A-2

### ADDITIONAL SCOPE OF SERVICES

CONTRACTOR shall provide CITY with all material, supplies, equipment and services in connection with water well and pump repairs to well #4 as follows:

Well #4 Submersible Pump: Remove pump from well, videolog well, send samples to and perform water quality analysis at Water Systems Engineering, replace bowl assembly with new bowl assembly, replace column pipe with new steel column threaded and coupled and fusion-bonded epoxy lined and coated (SkotchKote 134 or Tnemec 140), replace two check valves with new Ductile Iron check valves (no bronze components), furnish new Indar Submersible Motor, 75 horsepower, 4 pole, 460 vole with coupling and motor bracket adapter, provide new materials for submersible cable splice, re-use client's existing submersible cable, furnish new discharge gasket (and bolts if needed), furnish new ¼" poly airline, provide epoxy "spot-repair" materials to repair coating damaged using chain tongs during pump install. Install pump, connect to client's electrical and assist client with start-up. CONTRACTOR shall provide a California licensed and certified Electrician and helper (for Confined Space Entry) to make final electrical connections and assist client with pump start-up procedures.

**EXHIBIT B -1B**

**WELL #4 SUBMERSIBLE PUMP**

<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
<b>MATERIALS</b>				
Hydroflo 9MH 11 stage submersible pump bowl assembly. Cast iron bowls. Ductile iron motor bracket, 201 stainless steel impellers, 316 stainless steel bowlshaft, Vesconite bearings, zero bronze components assembly. Designed for 600 gpm at 400' TDH.	Each	1	\$8,965.71	\$8,965.71
Pump freight	L/S	1	\$ 321.43	\$321.43
ML24-4/080-N 75 horsepower x 4 pole x 460 volt Indar Submersible Motor	Each	1	\$23,247.14	\$23,247.14
Motor coupling	Each	1	\$600.00	\$600.00
Motor-to-pump adapter	Each	1	\$664.29	\$664.29
Splice Kit	L/S	1	\$250.00	\$250.00
6"x 20"epoxy lined and coated T&c	Each	25	\$892.86	\$22,321.50
6" check valve	Each	2	\$785.71	\$1,571.42
2 part epoxy for Indar motor	L/S	1	\$285.71	\$285.71
¼" poly airline	Feet	500	\$0.14	\$70.00
Motor freight	L/S	1	\$428.57	\$428.57
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Epoxy for spot repairs while installing pump	L/S	1	\$285.71	\$285.71
<b>Well #4 Materials Total: \$59,125.76</b>				
<b>LABOR</b>				
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Unload at shop	Hours	4	\$79.00	\$316.00
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Demob at shop	Hours	1	\$328.00	\$328.00
Perdiem to pull	Day	1	\$510.00	\$510.00
Perdiem to set	Day	1	\$510.00	\$510.00
Perform system start-up and electrical wiring	Hours	8	\$200.00	\$1,600.00
Videolog well casing	Hours	1	\$750.00	\$750.00
Water Systems Engineering lab analysis	L/S		\$642.86	\$0.00
UPS both ways to Kansas City	L/S		\$75.00	\$0.00
			Well #4 Labor Total:	\$20,263.00
			Well # 4 Materials Total	\$59,125.76
			Applicable Sales Tax:	\$5,764.76
			<b>TOTAL</b>	<b>85,153.52</b>