ORDINANCE NO. 25-02

AN ORDINANCE TO WAIVE THE COMPETITIVE BIDDING REQUIREMENTS FOR THE REPAIR AND INSTILLATION OF A WASTEWATER PUMP FOR THE NORTH WASTEWATER TREATMENT PLANT; DECLARING AN EMERGENCY; AND, FOR OTHER PURPOSES.

WHEREAS, the Atkins City Council recognizes that the wastewater pump currently installed at the North Wastewater Treatment Plant is outdated and in need of repair, and possibly in need of complete replacement;

WHEREAS, the City is authorized and empowered under the provisions of Arkansas Code Annotated Section § 14-58-104(6) to waive competitive bidding requirements for the replacement of parts and labor for repairs of machinery and equipment.

WHEREAS, the City is authorized and empowered under the provisions of Arkansas Code Annotated Section § 14-58-303(B) to waive competitive bidding requirements in exceptional situations where the bidding requirements are deemed not feasible or practical.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATKINS, ARKANSAS:

SECTION 1. The Atkins City Council hereby authorizes the mayor or his designees to enter into a contract with Layne Christensen Company for the inspection, repair, and replacement of the wastewater pump at the North Wastewater Treatment Plant. The above described wastewater pump was originally installed by Layne Christensen Company. In 2002, Layne Christensen Company performed work for the North Wastewater Treatment Plan and completely replaced the pump. Layne Christensen Company is knowledgeable of the replacement parts and labor required for the repair of above-described wastewater pump.

SECTION 2. The Atkins City Council hereby waives competitive bidding in accordance with A.C.A §14-58-104(b) which provides that replacement parts and labor for repairs of machinery and equipment may be purchased without soliciting bids.

SECTION 3. It is unknown whether the total price of the replacement parts and labor will exceed the sum of $35,000.00 without first removing and inspecting the current wastewater pump. Therefore, the city finds that the requirements of competitive bidding are not feasible or practical under the circumstances and hereby waives competitive bidding requirements in accordance with A.C.A §14-58-303(b).

SECTION 4. All ordinances, resolutions, and parts thereof in conflict herewith are hereby repealed to extent of such conflict.

SECTION 5. EMERGENCY CLAUSE: This ordinance is necessary for the protection of the peace, health and safety of citizens of Atkins, Arkansas, and therefore, an emergency is

declared to exist, and this ordinance shall go into effect from and after its passage and approval.

DATED AND PASSED this 11th day of March, 2025.

ROWDY SWEET, MAYOR

ATTEST:

ANGELA SINGLETON, CITY CLERK

FILED
Angela Singleton, City Clerk
City of Atkins
SEAL
Date: 3-11-2025

WATER RESOURCES
Post Office Box 1210
Stuttgart, AR 42160-1210
Phone: 870-673-1591
Fax: 870-673-2990

CONFIRMING ORDER

The undersigned Purchaser hereby instructs Layne Christensen Company to proceed with the work described subject to the rates on the attached sheet with the understanding that the Terms and Conditions incorporated as part of this Confirming Order 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 any delay on Contractor's part in completing same. All work described herein will be provided on a cost plus basis at the hourly rates described below. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. As the scope of work changes, revised quotations will not be issued unless requested. Purchaser's pumps, motors, parts and/or accessories may be stored by Contractor for thirty (30) days from the date of invoice or other written notice from Contractor. After said thirty (30) days, disposal of any such equipment may be made by Contractor without incurring any liability.

Pump Number 107303-04 **Well Number** _____ **Job Number** _____

DESCRIPTION OF WORK

It is difficult to estimate the rebuild cost of a pump prior to removal and inspection of the pump. We can estimate the cost of the different components of the pump and the labor range. This represents a possible worst case situation of replacing the entire pump and motor.
Estimated cost of new replacement pump bowl - $17,235.00 plus tax.
Estimated cost of epoxy coated column assembly - $4,954.00 plus tax.
Estimated cost of new pump head - $4,415.00 plus tax.
Estimated miscellaneous materials - $400.00 plus tax.
Estimated cost of new 1200 rpm 25 horsepower motor - $6864.00 plus tax.
Estimated labor cost range to remove, inspect and install pump - $11,000.00 to $18,000.00 plus tax.

SCHEDULE OF HOURLY, DAILY AND OTHER RATES

Unit	Straight Time	Overtime	Unit	Straight Time	Overtime
X-Heavy Pump Service Rig w/ Crew (50,000# and larger)	$467	$653	Heavy Duty Drill Rig w/Crew (100,000# and Larger)	$1090	$1375
Heavy Pump Service Rig w/ Crew (30,000 to 49,999#)	$425	$595	Medium Duty Drill Rig w/ Crew (30,000 to 100,000#)	$725	$1015
Medium Pump Service Rig w/ Crew (up to 29,999#)	$410	$574	Backhoe w/ Operator	$165	$215
Crane Truck w/ Operator (30,000 to 49,999#)	$180	$237	Tractor Trailer Combination with Driver	$200	$280
Field Superintendent or Operations Manager (+ mileage)	$210	$260	Welding Truck with Welder	$180	$252
Motor Technician Offsite Labor	$120	$168	Flat Bed Truck with Driver	$160	$224
Service Technician w/ Service Truck	$145	$203	Helper On/Off Site	$110	$130
Pump Installer or Driller w/ Crew Truck	$150	$210	Subsistence	Cost Plus 15%	
Shop Machinist, Welder, or Equipment Mechanic (Offsite)	$155	$217	Special tools, Rentals, and Other Outside Services	Cost Plus 35%	

Holiday Rate is Double Straight Time Rate

All Units are Fueled, Less Applicable Fuel Surcharges

Note: Except where noted, all rig operations noted above include crew complements not to exceed three (3) men. Any additional personnel will be added at the prescribed rates shown above. Consumables and supplies will be billed in additional to above rates. All rates exclude subsistence. All materials utilized and equipment furnished will be billed in accordance with the attached Terms and Conditions. Overtime rates apply to all hours worked before or after Contractor's normal work hours, and for all hours worked on Saturdays and Sundays. The Holiday Rate is applicable for all Federally recognized holidays. The stated rates are not all inclusive as additional equipment utilized will be charged at stated hourly or daily rates. The above rates are subject to Federal, State and Local Sales and Use Taxes. All rates are subject to change without notice.

Purchaser

Entity Name: City of Atkins
Billing Address:
Phone Number:
By:
Title:
Date:
Email: Atkinswwplant@Centurytel.net; Jonessc30@hotmail.com

Layne Christensen Company

By: Everett Burge
Title: Technical Sales Specialist II
Date: Februray 10, 2025