

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT CITY UTILITIES AUTHORITY

6:00 PM

**Roscoe J. Hatfield
Council Chambers
300 West Evergreen
Durant, Oklahoma
SPECIAL CALLED
AMENDED AGENDA**

August 14, 2023

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Administration

- a. Reconsider Award of Bid for Construction of a 3 Foot Liner for City of Durant C & D Landfill and Take Possible Action
- b. Consider Approval of Construction Contract for Construction of a 3 Foot Liner for City of Durant C & D Landfill (C-2023-55)

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 9th day of August, 2023 and that an agenda of said meeting was posted at the place of such meeting at 3:30 p.m. on the 10th day of August, 2023. An amended agenda was posted at the place of such meeting at 1:35 p.m. on the 11th day of August, 2023.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 8/14/2023
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/14/2023
To: Mayor and City Council
From: Phillip Hightower, Public Works Director
Re: Reconsider Award of Bid for Construction of a 3 Foot Liner for City of Durant C & D Landfill and Take Possible Action

Council Information / Action Requested

Reconsider Award of Bid for Construction of a 3 Foot Liner for City of Durant C & D Landfill and Take Possible Action

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Landfill Cell Liner Bid Tab Sheet

City of Durant
Bid Tabulation Sheet
Construction of a 3 Foot Thick Clay Soil Liner for City of Durant C & D Landfill

Bid Deadline: August 8, 2023 @ 10:30am

BIDDER	Bid Item	Units	Estimated Quantity	Bid Unit Price	Bid Total Price
TGW Land Service 102336 FM 274 Ravenna, TX 75476	Mobilization and Demobilization	Lump Sum	1	\$17,500.00	\$17,500.00
	Soil Excavation	Cubic Yards	7,535	\$6.76	\$50,936.60
	Clay Liner Construction	Cubic Yards	7,240	\$6.76	\$48,942.40
	Site Restoration and Cleanup	Lump Sum	1	\$17,500.00	\$17,500.00
				Bid Total:	\$134,879.00

**City of Durant
Bid Tabulation Sheet**

Construction of a 3 Foot Thick Clay Soil Liner for City of Durant C & D Landfill

Bid Deadline: August 8, 2023 @ 10:30am

BIDDER	Bid Item	Units	Estimated Quantity	Bid Unit Price	Bid Total Price
Craige Surveying LLC 25660 Highway 70 Bokchito, OK	Mobilization and Demobilization	Lump Sum	1	\$10,000.00	\$10,000.00
	Soil Excavation	Cubic Yards	7,535	\$8.00	\$60,280.00
	Clay Liner Construction	Cubic Yards	7,240	\$8.00	\$57,920.00
	Site Restoration and Cleanup	Lump Sum	1	\$10,000.00	\$10,000.00
				Bid Total:	\$138,200.00

**City of Durant
Bid Tabulation Sheet**

Construction of a 3 Foot Thick Clay Soil Liner for City of Durant C & D Landfill

Bid Deadline: August 8, 2023 @ 10:30am

BIDDER	Bid Item	Units	Estimated Quantity	Bid Unit Price	Bid Total Price
Hammett Excavation Inc. 1545 County Road 2917 Dodd City, TX 75438	Mobilization and Demobilization	Lump Sum	1	\$40,200.00	\$40,200.00
	Soil Excavation	Cubic Yards	7,535	\$6.52	\$49,128.20
	Clay Liner Construction	Cubic Yards	7,240	\$9.19	\$66,535.60
	Site Restoration and Cleanup	Lump Sum	1	\$2,500.00	\$2,500.00
				Bid Total:	\$158,363.80



The City of Durant

Memorandum

Date: 8/14/2023
To: Mayor and City Council
From: Phillip Hightower, Public Works Director
Re: Consider Approval of Construction Contract for Construction of a 3 Foot Liner for City of Durant C & D Landfill (C-2023-55)

Council Information / Action Requested

Approval of Construction Contract for Construction of a 3 Foot Liner for City of Durant C & D Landfill (C-2023-55)

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Construction Contract for C&D Site

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is dated this 14th day of August 2023

CLIENT

City of Durant, Oklahoma, 300 W. Evergreen St., Durant, OK 74701
(the "Client")

CONTRACTOR

(the "Contractor")

A. BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Contract.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

SERVICES PROVIDED

- 1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Construction of a 3 Foot Thick Clay Soil Liner for City of Durant C&D Landfill for the amount of \$_____.
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF CONTRACT

- 3. The term of this Contract (the "Term") will begin on the date of this Contract and will remain in full force and effect until the completion of the Services,

subject to earlier termination as provided in this Contract. The Term may be extended with the written consent of the Parties.

4. In the event that either Party wishes to terminate this Contract prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

CURRENCY

6. Except as otherwise provided in this Contract, all monetary amounts referred to in this Contract are in USD (US Dollars).

COMPENSATION

7. The Contractor will charge the Client a flat fee of \$_____ for the Services (the "Compensation").
8. The Contractor will invoice the Client when the Services are complete.
9. Invoices submitted by the Contractor to the Client are due within 60 days of receipt.
10. In the event that this Contract is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
11. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Contract.

CONFIDENTIALITY

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

13. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Contract.
14. All written and oral information and material disclosed or provided by the Client to the Contractor under this Contract is Confidential Information regardless of whether it was provided before or after the date of this Contract or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Contract, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Contract except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

17. Upon the expiration or termination of this Contract, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.
18. In the event that this Contract is terminated by the Client prior to completion of the Services the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

CAPACITY/INDEPENDENT CONTRACTOR

19. In providing the Services under this Contract it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax,

unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Contract.

RIGHT OF SUBSTITUTION

20. Except as otherwise provided in this Contract, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Contract and the Client will not hire or engage any third parties to assist with the provision of the Services.

21. In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
- for the purposes of the indemnification clause of this Contract, the sub-contractor is an agent of the Contractor.

AUTONOMY

22. Except as otherwise provided in this Contract, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Contract. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

23. Except as otherwise provided in this Contract, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

24. The Parties acknowledge that this Contract is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

25. All notices, requests, demands or other communications required or permitted by the terms of this Contract will be given in writing and delivered to the Parties at the following addresses:

- City of Durant, 300 W. Evergreen St., Durant, OK 74701
- -----

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

26. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract. This indemnification will survive the termination of this Contract.

ADDITIONAL CLAUSE

27. Failure to complete project within ninety (90) days of beginning will obligate contractor to liquidated damages in the amount of \$1,200.00 per day.

MODIFICATION OF CONTRACT

28. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

29. Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision.

ASSIGNMENT

30. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of the Client.

ENTIRE AGREEMENT

31. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Contract except as expressly provided in this Contract.

ENUREMENT

32. This Contract will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

33. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

GENDER

34. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

35. This Contract will be governed by and construed in accordance with the laws of the State of Oklahoma.

SEVERABILITY

36. In the event that any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

WAIVER

37. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

City of Durant

Per: _____

(Seal)

Officer's Name: _____

Per:

(Seal)

Officer's Name: _____