

**MINUTES OF THE SPECIAL MEETING OF THE DURANT CITY COUNCIL
OF December 18, 2015 AT 8:30 AM, ROSCOE J. HATFIELD COUNCIL
CHAMBERS, DURANT CITY HALL**

CALL TO ORDER

Meeting was called to order at 8:30 AM by Mayor Stewart Hoffman.

1. Consider Award of Bid for Concrete for Repairs on Westside Dr.

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to award the bid to Rustin Concrete in the amount of \$105 per cubic yard. Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

2. Consider Award of Bid for Internet Service for Library

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to award the bid for the library's 2016 internet service (7/1/16 - 6/30/17) to OneNet in the amount of \$1,920/month. Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

ADJOURNMENT



The City of Durant

Donald W. Reynolds Community Center and Library

Memorandum

Date: 12/15/2015
To: Mayor and City Council
From: Robbee Tonubbee, Interim Library Director
Re: Consider Award of Bid for Internet Service for Library-

Bids were sent out for the library's 2016 Internet service, 7/1/16 - 6/30/17. Form 470 was filed through the USAC on 11/18/15, bid packets were sent out to OneNet & AT&T, and the information was announced in the local paper on 11/18/15. OneNet was the only bid received. Their bid was for \$1920/month which is a 16% decrease from last year's bid.

Council Information / Action Requested

Consent to accept bid for Internet service for the 2016-2017 year is requested. OneNet winning bid at \$1920/month.

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

ATTACHMENTS:

Description	Type	Upload Date
Internet Service Bid information	Cover Memo	12/15/2015

SPECIFICATIONS FOR BID:

DIGITAL TRANSMISSION SERVICE, HIGH SPEED 100 MG BROADBAND
INTERNET ACCESS FOR THE DONALD W. REYNOLDS COMMUNITY CENTER
AND LIBRARY, 1515 WEST MAIN STREET, DURANT, OK 74701

BIDDER MUST BE CERTIFIED TO RECEIVE OKLAHOMA UNIVERSAL SERVICE
FUND (OUSF) FUNDING.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL:

ROBBEE TONUBBEE, INTERIM LIBRARY DIRECTOR - (580) 924-3486

CYNTHIA PRICE, CITY CLERK - (580) 931-6641

INVITATION TO BID

Bid No. CFB-2015-67

**Digital Transmission Service, High Speed 100 MG Broadband
Internet Access for the Donald W. Reynolds Community Center
and Library, 1515 West Main Street, Durant, OK 74701**

November 15, 2015

The City of Durant is soliciting sealed bids for "Digital Transmission Service, High Speed 100 MG Broadband Internet Access for the Donald W. Reynolds Community Center and Library, 1515 West Main Street, Durant, OK 74701". Bid packets for Bid No. CFB-2015-67 Digital Transmission Service, High Speed 100 MG Broadband Internet Access for the Donald W. Reynolds Community Center and Library, 1515 West Main Street, Durant, OK 74701 are available in the City Clerk's Office, Room 103 at Durant City Hall. This bid packet establishes the specifications for this project expected by the City of Durant. Sealed bids must be received in the City Clerk's Office, Room 103 at Durant City Hall no later than December 14, 2015 @ 10:00 am. Sealed bids will be opened in the Conference Room of Durant City Hall, 300 W. Evergreen, Durant, Oklahoma. Faxed bids, incomplete bids or bids that are received late will not be considered for award. Bids must be submitted on forms provided in this invitation, and must be submitted in a sealed envelope, the outside of which is clearly marked "Bid No. CFB-2015-67/Digital Transmission Service, High Speed 100 MG Broadband Internet Access for the Donald W. Reynolds Community Center and Library, 1515 West Main Street, Durant, OK 74701". Bids may be hand-delivered, mailed or delivered by parcel service to:

Durant City Clerk's Office

300 W. Evergreen

Durant, OK 74701

**ATTN: Bid No. CFB-2015-67/Digital Transmission Service, High Speed 100 MG
Broadband Internet Access for the Donald W. Reynolds Community Center and
Library, 1515 West Main Street, Durant, OK 74701**

Bids are scheduled for consideration by the Durant City Council on **December 14, 2015** in the Roscoe J. Hatfield Council Chambers, Durant City Hall, 300 W. Evergreen, Durant, Oklahoma.

The City of Durant reserves the right to reject any and all bids, and to waive any informality in the bid process.

Approved by:

Cynthia J. Price, City Clerk

DRAFT

certified
11/18/15



FCC Form 470 – Funding Year 2016

Form 470 Application Number: 160003951

DURANT CAT I 110915

Billed Entity

DONALD W REYNOLDS COMMUNITY CENTER LIBRARY
1515 WEST MAIN ST
DURANT, BRYAN, OK 74701
580-924-3486

Contact Information

Robbee Tonubbee
rtonubbee@durant.org
580-924-3486

Billed Entity Number: 140289

FCC Registration Number: 0001693423

Application Type

Applicant Type: Library

Recipients of Services:

Number of Eligible Entities: 1

Consulting Firms

Name	Consultant Registration Number	Phone Number	Email
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Consultants

Name	Phone Number	Email
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RFPs

Id	Name
483400	2015 RFAB erate DWR Library

Category One Service Requests

Service Type	Function	Other	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration?	Maintenance and Technical Support?	Associated RFPs
Internet Access and/or Telecommunications	Internet Access and Transport Bundled		100 Mbps	200 Mbps	1	1	Circuits	No	Yes	483400
Internet Access and/or Telecommunications	Lit Fiber Service		100 Mbps	200 Mbps	1	1	Circuits	Yes	Yes	483400

Description of Other Functions

Id	Name
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Narrative

- CCN for service area, OneNet, or ILEC required
- We do not accept bids for multi-year contracts. The library prefers an annual service agreement.
- No liquidated damages.
- No early termination fees or non-renewal fees.
- Vendor must be certified to receive OUSF funding & file for OUSF within 90 days of start of service. Vendor must agree to appeal adverse OUSF findings.
- Provide list of equipment, fees, construction, etc. needed to provide higher speeds. Accepting site visits.
- Provide service quality or service level of agreement.
- Bid in increments of 10 mbps from 100 mbps to 200 mbps for the inadequate speed.

Installment Payment Plan

DRAFT

DRAFT

Range of Years: 1 - 1 Years

Payment Type: Monthly

Category Two Service Requests

Service Type	Function	Manufacturer	Other	Entitles	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
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Description of Other Manufacturers

Id	Name
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Narrative

Technical Contact

Marie Goolsby

580-775-2151

marieg@durant.org

State and Local Procurement Restrictions

Before any purchase of, or contract for, supplies, materials, equipment or contractual services is made, as otherwise provided below, the city purchasing authority shall submit to at least three persons, firms or corporations dealing in and able to supply the same or to a smaller number if there are not three dealing in and able to supply the same, a request for quotation or invitation to bid and specifications to give them opportunity to bid and/or publish notice of the proposed purchase in a newspaper of general circulation within the city. He or she shall favor a person, firm or corporation in the city when this can be done without additional cost to the city, but he or she shall submit requests for quotation to those outside the city when this may be necessary to secure bids or to create competitive conditions or when he or she thinks that by so doing he or she can make a saving for the city and shall purchase from them when he or she can make a saving for the city. All bids shall be sealed and shall be opened in public at a designated time and place. He or she may repeatedly reject all bids and again may submit to the same or other persons, firms or corporations the request for quotation or invitation to bid and/or again publish notice of the proposed purchase. He or she may purchase from the bidder whose bid is most advantageous to the city, considering price, quality, date of delivery and so on, and in case of a tie, may purchase from one of those tying or may divide the purchase among those tying, always accepting the bid or bids most advantageous to the city. Bids must be submitted using the City of Durant's bid packet. Inquire with the contact to receive the packet.

Recipients of Service

Billed Entity Number	Billed Entity Name
140289	DONALD W REYNOLDS COMMUNITY CENTER LIBRARY

DRAFT

**City of Durant
Bid Tabulation Sheet**

Bid No. CFB-2015-67

Item: Digital Transmission Service, High Speed 100 MG Broadband Internet Access for the Donald W. Reynolds Community Center and Library, 1515 West Main Street, Durant, OK 74701

Bid Deadline: December 14, 2015 @ 10:00am

BIDDER	BID AMOUNT
One Net 655 Research Pkwy Ste 150 OKC, OK 73104	\$ 23,040/yr \$1,920/month

IN ATTENDANCE:

Cynthia Price, City Clerk
Robbee Tonubbee, Interim Library Director

STAFF RECOMMENDATION: _____

BIDDER'S RETURN SHEET

Bid No. CFB-2015-67 - Digital Transmission Service, High Speed 100 MG
Broadband Internet Access for the Donald W. Reynolds Community Center
and Library, 1515 West Main Street, Durant, OK 74701

Bids Due by December 14, 2015 @ 10:00am

Amount of bid per specifications dated November 15, 2015.

Total Bid Amount FOB Durant, OK \$ 1,920/month, \$23,040/year

Total Bid Amount In Words: Monthly - One thousand nine hundred twenty
Yearly - Twenty - three thousand forty

List Any Deviations to Specifications: N/A

State Earliest Delivery Date: 7/1/2016

State Warranty Terms: N/A

One Net
Company Submitting Bid

11/18/15
Date

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath, say that I am the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder had not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City official or employee as to quantity or price in the prospective contract or any other terms of said prospective contract; or in any discussion between bidders and any City official concerning exchange or money or other thing to any officer or employee of the Durant City Utilities Authority any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before me this 18 day of
November 2015

Firm: One Net

Signed: [Signature]

Title: Asst. Director of Admin

Printed Name: Ami Cayman

Address: 655 Research Parkway
Suite 150

(SEAL)



Oklahoma City, OK 73104

My commission expires 05/01/18

Telephone: 405-225-9413

Notary Public

Fax: 405-225-9250

Mark Outside Envelope "Bid No. CFB-2015-67 - Digital Transmission Service, High Speed 100 MG Broadband Internet Access for the Donald W. Reynolds Community Center and Library, 1515 West Main Street, Durant, OK 74701"

E-Rate Funding Year 2016



SPIN 143015254
FCC RN 001199307
MTM – INTERNET ACCESS
(Month to Month service -- no contract needed)

Donald W Reynolds Library

Proposal Contingent upon E-Rate Funding

Type of Service Requested	Type of Connection	Purpose	Number of Lines	Bandwidth Upload/Download Speed (Mbps): Non-burstable	Firewall Included ? (Y/N)	Last Mile Connection ? (Y/N)	WAN ? (Y/N)	Monthly Recurring Cost	Annual Recurring Cost
Digital Transmission Service	Ethernet over lit fiber	Internet	1	100Mb (Existing)	N	N	N	\$1,920	\$23,040

OneNet Internet service provides the connection from your location to our hub site. As part of our standard package OneNet Internet service customers receive: Quality of Service, MPLS, DNS, unlimited video conferencing and related technical support. *OneNet operates under a cost recovery model. The internet access rate quoted is based on cost to provide internet access only. There are no costs associated with Quality of Service, MPLS, DNS, and video conferencing.*

Customer Provided Router

- 100M will require a router with 2 Fast Ethernet interfaces: one for Internet and one for LAN

Options

- OneNet Provided Router** (E-rate Category One On-Premise Equipment)
BW: 100M = SRX240 (\$89/month for Juniper SRX240 or current functionally equivalent model)
The router shall remain the property of OneNet; therefore OneNet reserves the right to use for other customers. Maintenance of router will be OneNet's responsibility. Customer's local network will not be dependent on the OneNet provided router. (Not Oklahoma Universal Service Fund eligible; customer will pay their percentage after E-rate discount.)
- Content Filtering** (Not E-rate eligible service)
Libraries: \$300 annually
- Email** (no longer E-rate eligible)
Unlimited email users \$250 annually for Internet access customers/ \$300 annually for non-Internet access customers.
- Web Hosting** (no longer E-rate eligible) \$50 annually for Internet access customers/ \$100 annually for non-Internet access customers.
- Multi Year Options**
Initial one-year agreement with up to four (4) voluntary renewals, subject to annual ratification by customer and OneNet. If mutual ratification is not agreed upon, services will continue on a month-to-month until services are cancelled.

Proposed By:

Ami Layman
Assistant Director of Administration
OneNet
PO Box 108800
Oklahoma City, OK 73101-8800
(888) 566-3638

Accepted By:

Authorized Signature

Date

If you select OneNet as your provider, please sign and date this with your allowable contract date based on your 470 posting

E-Rate Funding Year 2015



SPIN 143015254
FCC RN 001199307
MTM - INTERNET ACCESS
(Month to Month service -- no contract needed)

Donald Reynolds CL

Proposal Contingent upon E-Rate Funding		
Internet Access Service	Monthly\$	Annual\$
100mb (Existing)	\$2,300	\$27,600

OneNet Internet service provides the connection from your location to our hub site. As part of our standard package OneNet Internet service customers receive: Quality of Service, MPLS, DNS, unlimited video conferencing and related technical support. *There is no reduction in cost if customer does not utilize any component of the standard package.*

Customer Provided Router

- 100mb will require router with 2 Fast Ethernet Interfaces; one interface for internet connection and one for LAN

Options

- **OneNet Provided Router** (ERate Category One On-Premise Equipment)
\$89 per month for Juniper SRX220. The router shall remain the property of OneNet, therefore OneNet reserves the right to use for other customers. Maintenance of router will be OneNet's responsibility. Customer's local network will not be dependent on the OneNet provided router. (Not Oklahoma Universal Service Fund eligible, customer will pay their percentage after ERate discount.)
- **Content Filtering** (Not ERate eligible service)
School's with 500 students or less \$600 annually or Schools with more than 500 students \$1.30 per student (e.g. 1000 students x \$1.30 = \$1,300 annually)
- **Email** (no longer ERate eligible) Unlimited email users \$250 annually for Internet Access customers/ \$300 annually for Non-Internet Access customers.
- **Web Hosting** (no longer ERate eligible) \$50 annually for Internet Access customers/ \$100 annually for Non-Internet Access customers.

Proposed By:

Ami Layman
Assistant Director of Administration
OneNet
PO Box 108800
Oklahoma City, OK 73101-8800
(888) 566-3638

Accepted By:

Authorized Signature

Date

If you select OneNet as your provider, please sign and date this with your allowable contract date based on your 470 posting

BIDDER'S RETURN SHEET
Bid No. RFAB-2014-158
Bids Due by December 29, 2014 @ 2:00pm

Amount of bid per specifications dated December 3, 2014.

Total Bid Amount FOB Durant, OK \$ 2300 mo / 27,600 YR

Total Bid Amount in Words: monthly - two thousand three hundred
yearly - Twenty seven thousand six hundred

List Any Deviations to Specifications: N/A.

State Earliest Delivery Date: 7-1-2015

State Warranty Terms: N/A.

OneNet

Company Submitting Bid

12/04/2014
Date

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath, say that I am the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder had not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City official or employee as to quantity or price in the prospective contract or any other terms of said prospective contract; or in any discussion between bidders and any City official concerning exchange or money or other thing to any officer or employee of the Durant City Utilities Authority any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before me this 10 day of
December, 2014



(SEAL)

My commission expires 5-1-17

Connie R. Ferguson
Notary Public

Mark Outside Envelope "Bid No. RFAB- 2014-158"

Firm: OneNet

Signed: [Signature]

Printed Name: Ami Layman

Title: Asst Director of Administration

Address: 655 Research Pkwy Ste 201
OKC, OK 73104

Telephone: 888.566.3638

Fax: 405.225.9250

City of Durant
Bid Tabulation Sheet
Bid No. RFAB-2014-158

Item: Digital Transmission Service, High Speed 100 MG Broadband Internet Access for the Donald W. Reynolds Community Center and Library, 1515 West Main Street, Durant, OK 74701
Bid Deadline: December 29, 2014 @ 2:00pm

BIDDER	BID AMOUNT
One Net 655 Research Pkwy #200 OKC, OK 73104	\$2300/mo \$27,600/yr
AT&T	Disqualified. No sealed bid. Did not use city form.

IN ATTENDANCE:

Cynthia Price, Assistant City Clerk
Dr. Dottie Davis, Library Director

STAFF RECOMMENDATION: One net

City of Durant
Bid Tabulation Sheet
Bid No. RFAB-2014-158

Item: Digital Transmission Service, High Speed 100 MG Broadband Internet Access for the Donald W. Reynolds Community Center and Library, 1515 West Main Street, Durant, OK 74701

Bid Deadline: December 29, 2014 @ 2:00pm

[illegible]



The City of Durant

Office of the Street Department

Memorandum

Date: 12/7/2015
To: Mayor and City Council
From: James Young Street Superintendent
Re: Consider Award of Bid for Concrete for Repairs on Westside Dr.-

It is my recommendation to accept the low bidder of Rustin concrete in the amount of \$105.00 per cubic yards. This bid meets our specifications and is within the budget amount for this project.

Council Information / Action Requested

Council to approve Rustin Concrete as low bidder for concrete for West Side DR. repairs.

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

Street Superintendent to notify Rustin Concrete of award of bid.

ATTACHMENTS:

Description

[Bid Documents](#)

Type

Cover Memo

Upload Date

12/15/2015

REQUEST FOR AUTHORIZATION TO SPEND/CONTRACT

SPEND / CONTRACT #:

INCORPORATION #

ref: OS Titles §11 10 114 (B) and 61 §61-103 (D) and City of Durant Code: § 37.005

Item #

- 1 Item planned for spending (provide details):

Concrete for Westside Drive Street Repair Project # 625

ALL Materials including rock, concrete, steel.

- 2 Department requesting authorization:

Street Department

- 3 Bidding recommendation (award or reject along with name and contact information of vendor):

- 4 Estimated Purchase Date (M/D/Y):

Oct-15

- 5 What are the financing or lease purchase terms (APR %, length of financing, payments, etc.)

- 6 Is this item included in the current FY budget (Yes/No)

NO

(If approved budget is zero or less than estimated cost or contract price, an Amendment to Budget Form must be attached.)

- 7 GL account code:

015-705-555-61-20

- 8 Spending / purchase request details (complete below blanks):

- 8a Amount requested to spend

\$40,000.00

- 8b Item (new or replacement, if a capital item complete fixed asset form)?

Replacement

- 8c Old item to be Traded-In (Yes / No). Note: If a capital item complete fixed asset form?

If a Replacement Item, give description, age and condition of item to be replaced (including model & serial or VIN, trade allowance)

- 8d Is a contractor written agreement involved (Yes / No), if yes include a copy of the contract after City Attorney Review

- 8e Does the purchase involve Grant Funding (Yes or No)

No

- 8f What is the City Cash Match for the Grant

- 8g What other match or financial obligation is involved with the City accepting this Grant (explain with details)

- 9 Purchase is Planned By (complete appropriate item(s) below):

- 9a Informal Quotes -- Purchases of \$2000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 use formal bids. Specifications & at least 3 quotes must be attached for items over \$5,000 (city manager can require quotes for below \$5,000), unless purchase price is below state contract price. The spend authorization tab / form is required but only to be signed by the city manager. Include quote name, address, phone number, fax number and email address of recommended vendor & state contract vendor:

- 9b Formal Bids -- Purchases with an estimated cost over \$15,000 Council approval required. Attach complete specifications and a bidders list with at least 3 bidders. Include bidder name, address, phone number, fax number and email address of recommended vendor or state contract vendor:

Rustin Concrete 50E Main Durant, OK 924-2222 Dolese Concrete 3305 N. Washington Durant, Ok. 924-4647 Hope Concrete PO Box 489 Bonham TX. 903-583-2422

- 9c State Contract -- Purchases of \$2,000-\$15,000 City Manager approval required. Purchases over \$10,000 Council approval required. Include name, address, phone number, fax number, email address of state contract vendor and state contract number:

- 9d Buy Board -- Purchases of \$2,000-\$15,000 City Manager approval required. Purchases more than \$15,000 Council approval required. Include name, address, phone number, fax number, email address of Buy Board:

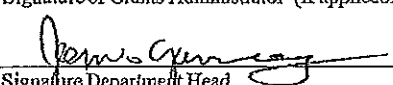
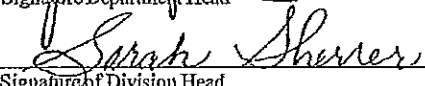
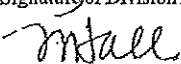
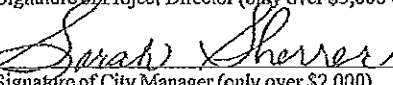
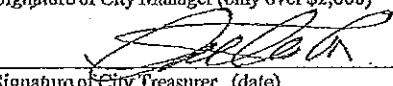
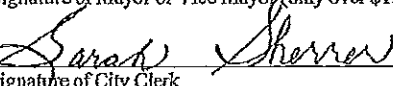
Spend & Contract Form

9e Professional Services Agreement -- Purchases over \$2,000 and less than \$15,000 via an engineering, surveying, architect, computer services, janitorial, etc. firm covered by a council approved professional services agreement, City Manager approval required. If item has been budgeted and adequate funds are available, prior council approval is not required. Over \$15,000 council approval required. Include name, address, phone number, fax number, email address of professional service provider:

9f Emergency Purchase -- To be utilized only when immediate action must be taken to protect the public health or safety or to prevent damage to property, prior council approval not required. Notify the City Manager immediately that an emergency purchase is needed. Attach to this request form 2 quotes and a memo detailing the nature of the emergency situation, your signature below is a certification that an emergency exists, per OS 61 (see Instruction tab). If item has been budgeted and adequate funds are available, prior council approval is not required. Over \$15,000 council approval required. Include name, address, phone number, fax number, email address of vendor:

9g Sole Source Purchase -- Purchases of \$2,000-\$10,000 City Manager approval required. Purchases with an estimated cost over \$10,000 Council approval required. Attach to this request a memo detailing the nature of the Sole source designation, that is explain why the supplies, materials, equipment or contractual services which can be furnished only by this sole source. Include name, address, phone number, fax number, email address of vendor:

10 Signature & date blocks (complete appropriate sections):

10s	Signature of Grants Administrator (if applicable)	date (M/D/Y):
		10-26-15
10b	Signature Department Head	date (M/D/Y):
		10-27-2015
10c	Signature of Division Head	date (M/D/Y):
		10-27-15
10d	Signature of Compliance / Budget Administrator	date (M/D/Y):
	N/A	
10e	Signature of Project Director (only over \$5,000 capital projects)	date (M/D/Y):
		10-27-2015
10e	Signature of City Manager (only over \$2,000)	date (M/D/Y):
		10-27-2015
10f	Signature of City Treasurer (date)	date (M/D/Y):
	N/A	
10g	Signature of Mayor or Vice Mayor (only over \$15,000)	date (M/D/Y):
		10-27-2015
11g	Signature of City Clerk	date (M/D/Y):

11h City Manager Comments:

12 Routing:

Sign it as the requestor

Deliver to city clerks office for routing to others for signatures / approvals.

Original copy to remain in city clerks office, you should instruct the clerk below if you require additional copy distribution

Specifications for Concrete
Westside Dr. Street Repair
Project # 625

Approximately 200 cubic yards of 3,500 concrete with stealth fiber for street pavement, and curb and gutter delivered to jobsite location (100 to 300 block of West side dr.) Durant, OK.

Bid must be good from November 1st 2015 through July 30th, 2016

The bid needs to be unit cost per cubic yard.

Any questions please contact James Young, Street Superintendant @ (589) 924-8828 OR (580) 775-2486.

INVITATION TO BID

Bid No. RFAB-2015-137

Concrete for Westside Drive Street Repair Project #625

November 15, 2015

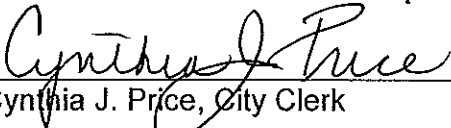
The City of Durant is soliciting sealed bids for "Concrete for Westside Drive Street Repair Project". Bid packets for Bid No. RFAB 2015-137 Concrete for Westside Drive Street Repair Project #625 are available in the City Clerk's Office, Room 103 at Durant City Hall. This bid packet establishes the specifications for this project expected by the City of Durant. Sealed bids must be received no later than **December 7, 2015 @ 10:00am**. Sealed bids will be opened in the Conference Room of Durant City Hall, 300 W. Evergreen, Durant, Oklahoma. Faxed bids, incomplete bids or bids that are received late will not be considered for award. Bids must be submitted on forms provided in this invitation, and must be submitted in a sealed envelope, the outside of which is clearly marked "Bid No. RFAB-2015-137/Concrete for Westside Drive Street Repair Project #625" Bids may be hand-delivered, mailed or delivered by parcel service to:

Durant City Clerk's Office
Bid No. RFAB-2015-137/Concrete for Westside Drive Street Repair Project #625
300 W. Evergreen
Durant, OK 74701

Bids are scheduled for consideration by the Durant City Council on **December 7, 2015** in the Roscoe J. Hatfield Council Chambers, Durant City Hall, 300 W. Evergreen, Durant, Oklahoma.

The City of Durant reserves the right to reject any and all bids, and to waive any informality in the bid process.

Approved by:


Cynthia J. Price, City Clerk

**City of Durant
Bid Tabulation Sheet**

Bid No. RFAB-2015-137 Concrete for Westside Drive Street Repair Project #625

Item: Approximately 200 cubic yards of 3,500 concrete with stealth fiber for street payment, and curb and gutter delivered to jobsite location (100 to 300 block of Westside Drive in Durant, OK).

Bid Deadline: December 7, 2015 @ 10:00am

BIDDER	BID AMOUNT
Rustin Concrete Box 449 Durant, OK 74702-0449	\$ 105/cy - \$ 21,000
Dolese Brothers 20 NW 13th St. Oklahoma City, OK 73103	\$ 109.75/cy \$ 21,950

IN ATTENDANCE:

Cynthia Price, City Clerk
James Young, Street Department Supt.

STAFF RECOMMENDATION: _____

BIDDER'S RETURN SHEET

Bid No. RFAB-2015-137 - Concrete for Westside Drive Street Repair Project #625
Bids Due by December 7, 2015 @ 10:00am

Amount of bid per specifications dated November 15, 2015.

Total Bid Amount FOB Durant, OK \$ 105.00 per cubic yard

Total Bid Amount in Words: ONE HUNDRED FIVE DOLLARS AND NO
CENTS PER CUBIC YARD

List Any Deviations to Specifications: NONE

State Earliest Delivery Date: NOVEMBER 23, 2015

State Warranty Terms: 3500 PSI in 28 days

BUSTIN CONCRETE
Company Submitting Bid

11-19-15
Date

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath, say that I am the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder had not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City official or employee as to quantity or price in the prospective contract or any other terms of said prospective contract; or in any discussion between bidders and any City official concerning exchange or money or other thing to any officer or employee of the Durant City Utilities Authority any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before me this 19th day of
NOVEMBER 2015.

Firm: BUSTIN CONCRETE

Signed: Danny Maples

Printed Name: Danny Maples

Title: SALES MGR

Address: P.O. Box 449

Durant, OK 74701

My commission expires 6-22-18

Telephone: 580-924-3260

Fax: 580-924-3113

Bethany Hanna
Notary Public

Mark Outside Envelope "Bid No. RFAB- 2015-137 - Concrete for Curb & Gutter on Crawford Road Project #625"

BIDDER'S RETURN SHEET**Bid No. RFAB-2015-137 - Concrete for Westside Drive Street Repair Project #625****Bids Due by December 7, 2015 @ 10:00am**

Amount of bid per specifications dated November 15, 2015.

Total Bid Amount FOB Durant, OK \$ _____

Total Bid Amount In Words: 3500 PSI \$100.75 cubic yard

FiberMesh 150 \$9.00 cubic yard

BASF M100 \$6.00 cubic yard

List Any Deviations to Specifications: See 2nd page of Dolese Bros. Co. quote #15-40340

dated 1 December 2015 for additional pricing.

State Earliest Delivery Date: _____

State Warranty Terms: See 3rd page of Dolese Bros. Co. quote #15-40340 dated 1 December 2015 for general terms and conditions of sale.

Dolese Bros. Co.

1 December 2015

Company Submitting Bid

Date

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath, say that I am the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder had not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City official or employee as to quantity or price in the prospective contract or any other terms of said prospective contract; or in any discussion between bidders and any City official concerning exchange of money or other thing to any officer or employee of the Durant City Utilities Authority any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before me this 1st day of
December 2015.Firm: Dolese Bros. Co.Signed: Robert WigingtonPrinted Name: Robert WigingtonTitle: Assistant Sales Manager

(SEAL)

Address: PO Box 677Oklahoma CityOklahoma 73101Telephone: 405 297 8315Fax: 405 297 8329My commission expires 09/25/2019

Notary Public

Mark Outside Envelope "Bid No. RFAB- 2015-137 - Concrete for Curb & Gutter on Crawford Road Project #625"



Project Quotation Concrete Division

Concrete Sales

Phone: (405) 297-8315
Fax: (405) 297-8329
Email: concretesales@dolese.com

Project: City of Durant Project - Westside Drive Street
Repair #625

Address:

City: Durant State: OK

Directions: 100-300 Block of WestSide Dr

County: Bryan

Project Volume: 200 Cubic Yards

Quote Number: 15-40340

Dolese Bros. Co. is pleased to offer to sell and deliver to you, the total requirements for the project referred to above, at the following base prices, subject to the terms and conditions stated below and on the attachments hereof, and subject to verification that job specifications are not inconsistent with our regular approved products for classes indicated:

Product	MS	Aggregate	Admixture	Unit Price	Unit	Notes
3500 PSI FA/AEA/WRA	5	#57	FA/AEA/WRA	\$100.75	CY	Concrete per customer request; Mix 3157
FiberMesh 150				\$9.00	CY	FiberMesh 150
BASF M100				\$6.00	CY	BASF M100

MS = Maximum Slump

Clarifications & Exceptions

*** The cost of test batches, testing for chloride-ion content, alkali-aggregate reactivity or any other testing will be the responsibility of the contractor and is not included in our quote. If Dolese is requested to facilitate any testing the contractor will be billed for the cost plus 20%.

**** Please note that due to material supplier issues, all ASTM materials submitted may be subject to change of source at any time.

***** Concrete requirements for this project were at the request of the customer. No official plans or specifications were provided. If official plans, specifications or other requirements need to be met in the future and new mix designs are required, prices are subject to change.

Terms: Net 15th FOL MO

Prices Firm Through: 12/31/2016

Escalation: \$7.00

Freq: 1 Year

Date: 12/1/2015

Dolese Sales Coordinator: Janet L. Steele

SEE ATTACHED FOR ADDITIONAL PRICING/WARRANTY INFORMATION & LIMITATIONS



**Additives/Admixtures/Extra Charges
Price List**

Coarse Aggregate		Fibers	
#67 Stone	\$2.00 cy	Fibrillated Fiber (1.5 lbs)	\$6.00 cy
#8 Stone	\$7.00 cy	Monofilament Fibers	\$6.00 cy
Lightweight Aggregate	\$40.00 cy	Macro Fibers	\$5.00 lb
Workability		D-Gel Products	
MRWRA (7" Slump)	\$3.00 cy	Ultra-Finish	\$2.50 cy
HRWRA (9" Slump)	\$5.00 cy	Pump-EZ	\$2.75 cy
Pump Mix	\$3.25 cy	Gunite Pro	\$3.50 cy
Water Repellent	\$3.00 cy		
Set Time		Small Loads/Holding Time	
Retarder	\$3.00 cy	Delivery Charge 5 cy or less	\$10.00 each
Coolant - 90 Degree	\$17.00 cy	Delivery Charge 4 cy or less	\$20.00 each
Coolant - 85 Degree	\$24.00 cy	Delivery Charge 3 cy or less	\$30.00 each
Heated Water - where available	\$4.50 cy	Delivery Charge 2 cy or less	\$40.00 each
Chloride Accelerator - 1%	\$3.00 cy	Delivery Charge = 1 cy	\$50.00 each
Chloride Accelerator - 2%	\$5.75 cy	Call Back after a Partial Load	\$80.00 each
Non-Chloride Accelerator - 1%	\$4.00 cy	Holding Time After 1 Hour	\$60.00 hour
Non-Chloride Accelerator - 2%	\$7.75 cy	Holding Time After 2 Hours	\$75.00 hour
L. Nitrogen - where available	Upon Request		
		Opening Charges	
		Saturday/Sunday/Holiday/Night	Upon Request

GENERAL TERMS AND CONDITIONS OF SALE

WARRANTY: Ready-Mixed Concrete is warranted to meet current applicable ASTM specifications and to conform to approved mix designs.

THIS EXPRESS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS, IMPLIED OR EXPRESSED.

I. DELIVERY CONDITIONS

SCHEDULING DELIVERIES: It is the intent of the Seller to have Ready-Mixed Concrete delivered to Purchaser's site at the time and rate ordered by Purchaser, but cooperation and 72-hour advance notice are necessary to facilitate timely delivery. Seller agrees to use its best ability in meeting requested delivery schedules, but cannot guarantee same. Special arrangements must be made for deliveries of over 80 cubic yards per hour.

PLACE OF DELIVERY: When deliveries are made to places other than on paved streets, Purchaser must provide suitable roadways or approaches, permitting safe access of trucks to the point of delivery under their own power. Seller reserves the right to refuse deliveries in the event such roadways are not provided. If Purchaser orders deliveries beyond the curb line, Purchaser shall be responsible for removal of mud from truck wheels and tires, and Purchaser assumes all liability for, and agrees to hold Seller harmless from, damage to equipment, sidewalks, driveways, roads, or other property, resulting from truck weight or inadequate roadways or approaches to discharge points.

CONTINGENCIES: Seller will not be responsible for failure to make delivery when prevented by strikes; by D.O.T. drivers' hours of service; by accidents or necessary repairs to machines or equipment; by fire, flood, power failure, water supply failure, or adverse weather conditions; by inability to procure materials or fuel; by Government regulations, requirements or orders; or by any other causes beyond the Seller's control.

II. QUALITY ASSURANCE

TECHNICAL ASSISTANCE: Seller will provide technical assistance as is necessary and reasonable, including submittal of non-proprietary mix designs. All product and material testing shall be at the expense of Purchaser, Architect, Engineer, or Owner.

QUANTITIES: Prices and quantities are based on the volume of concrete in a wet and unhardened state at the time of discharge from the delivery truck as determined in accordance with provisions of current ASTM specification C-94.

ADDITIONS: Seller is not responsible for the slump, strength, or quality of any concrete to which Purchaser has added water or any other material, except for water required to increase the slump at the time of arrival to that provided in the mix design. See TRUCK WASHOUT below.

SLUMP AND AIR CONTENT: Tests for slump and air content shall be made at the mixer discharge chute and in accordance with procedures listed in the current ASTM specification C-94. Any rejection of concrete on the basis of deviations in slump or air content from limits designated in the contract shall be at the time of delivery.

STRENGTH: Sampling of concrete and testing for strength shall be in strict accordance with the procedures described in the current ASTM specification C-94. Conformance with strength requirements shall be determined on the basis of that specification. Strength tests must be performed by a testing service whose facilities and competence to perform such tests have been inspected within the last three years, pursuant to ASTM E329, by a qualified national authority and any reported deficiencies corrected. Sampling/Testing must be done by certified technicians.

TEMPERATURE: When coolant is ordered to maintain a specified maximum temperature, we will guarantee that the concrete will not exceed the specified maximum temperature for 20 minutes after the truck arrives at the jobsite. Seller does not guarantee the strength of the concrete if it exceeds the maximum specified temperature at the time of placement.

MINIMUM LOAD SIZE: To insure quality, the minimum order size will be one cubic yard. For colored concrete, the minimum order size will be four cubic yards.

INSPECTION: Prior to unloading concrete, Purchaser shall inspect delivery tickets for conformity with order. The Seller reserves the right to take test cylinders from the concrete as delivered.

FINISHED WORK: Since Seller has no control over the placing, curing, or handling of concrete after unloading, Seller cannot guarantee the finished work for which its concrete is used.

COLORED CONCRETE: Seller will accept no responsibility for final color, or variations in color, due to the many variables outside of our control that affect it.

III. ADDITIONAL CHARGES

PRICES/ESCALATION: Prices on ready-mixed concrete are firm through the date on the reverse. Escalation amounts and frequency are also listed on the reverse. All other charges are subject to change at any time.

TRUCK WASHOUT: When Purchaser adds material to concrete that must be cleaned out of the drum before Seller can use the equipment on another job, the charge is \$65.00 per occurrence.

SPECIAL DELIVERY HOURS: Normal business hours are from 7 a.m. to 5 p.m., Monday through Friday. Opening charges for Saturdays, Sundays, legal holidays or night deliveries are available upon request.

SMALL LOADS: Prices on ready-mixed concrete are based on full load deliveries. One small load to complete an order larger than a full truck load is allowed at the quoted price. There will be a small load fee for a partial load order, or multiple call-back orders.

TAXES: Any excise or sales taxes that are or may be levied by any state or political subdivision are additional charges to Purchaser. Any exemption for nonpayment of said excise or sales tax must be presented in writing to Seller by Purchaser prior to time for payment of such taxes by Seller.

IV. MISCELLANEOUS

QUOTE ACCEPTANCE: Prices quoted are subject to acceptance within 30 days. By accepting this Project Quotation, the recipient agrees that it will, and it will cause its directors, officers, employees and representatives to use the Project Quotation and all of the information contained therein only to evaluate a specific job with Dolse and for no other purpose and shall return this Project Quotation together with any copies to Dolse upon request. The Project Quotation contains confidential material which is non-public information concerning Dolse and its products. Receipt of this Project Quotation constitutes your acknowledgement that you will maintain the information contained herein in strictest confidence.

CLAIMS: As to any matter wherein Purchaser intends to make a claim against Seller, written notice must be given to Seller promptly upon discovery of facts upon which the claim may be based, and Seller shall be given full opportunity to investigate them. Otherwise, said claim shall be deemed waived.

FORM OF CONTRACT: Seller is a supplier of materials, within the meaning of applicable laws and regulations, and is not to be deemed a subcontractor.

ARBITRATION: Any and all disputes arising under the terms of performance of this contract shall be resolved by an independent arbitrator to be chosen by the parties.

GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.