

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 AIRPORT AUTHORITY/ DAA

6:00 PM

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

June 13, 2017

**DURANT CITY HALL
300 W. EVERGREEN, DURANT, OK
ROSCOE J. HATFIELD COUNCIL CHAMBERS**

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

- a. Consider Approval of Regular Meeting Minutes of May 9, 2017

2. Consider Items Removed from Consent

3. Information Items

4. Citizen Comments on Non-Agenda Items

Citizens wishing to address the council regarding matters which are not listed on the agenda will be required to sign up no later than 5 minutes prior to the scheduled starting time of the meeting. The sign-in sheet will contain space for citizen's name, address, phone number, and topic to be discussed. In this way, city staff will be able to follow-up on any issues presented if necessary.

5. Administration

- a. Consider Approval of Motion to File Durant Airport Authority FY17/18 Financial Plan with City Council as Beneficiary
- b. Consider Award of Bid to Overland Corporation for Airport South Apron Repair
- c. Consider Approval of Request for Authorization of Purchase for Overland Corporation for Airport South Apron Repair (RFAP #2017-116)
- d. Consider Approval of Adjustment of Amendment No. 2S Between

the City of Durant and LBR INC.

6. New Business

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 17th day of November, 2016 and that an agenda of said meeting was posted at the place of such meeting at 4:45 p.m. on the 9th day of June, 2017.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 6/5/2017
To: Airport Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of May 9, 2017

Council Information / Action Requested

Approve Regular Meeting Minutes of May 9, 2017.

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

ATTACHMENTS:

Description	Type	Upload Date
Minutes 5.9.2017	Exhibit	6/5/2017

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 17th day of November, 2016 and that an agenda of said meeting was posted at the place of such meeting at 5:40 pm on the 4th day of May, 2017.

**MINUTES OF THE REGULAR SCHEDULED MEETING OF DURANT AIRPORT
AUTHORITY OF May 9, 2017 AT 6:00 PM, Roscoe J. Hatfield Council Chambers,
300 West Evergreen, Durant, Oklahoma**

CALL TO ORDER

Chairman Tomlinson called the meeting to order at 8:22 p.m.

ROLL CALL

Present: Trustee Oden Grube	City Attorney Pat Phelps
Trustee Destry Hawthorne	City Manager Tim Rundel
Trustee Billy L. Orr	City Clerk Cynthia J. Price
Vice-Chairman Chad Hitchcock	
Chairman Jerry Tomlinson	(*denotes partial attendance)

Absent: None

Chairman Tomlinson declared a quorum.

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

a. Consider Approval of Regular Meeting Minutes of April 11, 2017

Approved

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to approve consent item as presented. Motion Passed with the following vote:

Ayes: Grube, Hawthorne, Hitchcock, Orr, Tomlinson

2. Consideration Items Removed from Consent

3. Information Items

a. Airport Manager Monthly Report - April 2017

4. Citizen Comments on Non-Agenda Items

There were no citizen comments.

5. New Business

There was no new business.

Adjournment

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to adjourn meeting. Motion Passed with the following vote:

Ayes: Grube, Hawthorne, Hitchcock, Orr, Tomlinson



The City of Durant

Office of City Treasurer

Memorandum

Date: 6/1/2017
To: Airport Authority
From: Tim Rundel, City Manager
Re: Consider Approval of Motion to File Durant Airport Authority FY17/18 Financial Plan with City Council as Beneficiary

Public Trusts created pursuant to Title 60 of the Oklahoma State Statutes shall file annually, with their respective beneficiaries, a financial plan or budget. Public Trust Fund budgets are not required by the Municipal Budget Act and are not considered legally adopted, appropriated budgets (merely financial plans).

Durant Airport Authority Fund:

	FY15/16 Actuals	FY16/17 Budget	FY16/17 Projections	FY17/18 Budget
REVENUE SUMMARY				
Balance Forward		450,837	450,837	429,651
Miscellaneous Revenues	931,043	994,225	870,030	885,847
Adjustments to Revenues	40,025			
Total Revenues	971,068	1,445,062	1,320,867	1,315,498
EXPENSE SUMMARY				
Eaker Field	1,172,363	1,445,062	891,216	1,315,498
Total Expense	1,172,363	1,445,062	891,216	1,315,498

Council Information / Action Requested

It is requested and required that you file your financial plan for FY17/18 with the Durant City Council as Beneficiary.

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

Treasurer's Office will install FY17/18 budget in our accounting software.



The City of Durant

Deputy City Manager of Operations

Memorandum

Date: 5/31/2017
To: Airport Authority
From: Jacque J. Wilson, Deputy City Manager of Operations
Re: Consider Award of Bid to Overland Corporation for Airport South Apron Repair

Request acceptance of bid between Overland Corporation and the City of Durant for our airport's south apron repair. Overland was the only responder to the City's RFP on this project. LBR Inc reviewed and DCMO concurs that their proposal meets the requirements set forth. I would like to point out that LBR Inc help facilitate and guide the City through this contract process to ensure the repair of the south apron will be done correctly. This work will open the door to allow the City to create opportunity for companies to build much needed commercial hangers.

Council Information / Action Requested

Award of bid to Overland Corporation for airport apron repair.

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

Notify bidder of council decision.

ATTACHMENTS:

Description	Type	Upload Date
Overland Contract	Cover Memo	6/2/2017
Proposal Summary	Cover Memo	6/2/2017
South Apron Repair Bid Tab	Cover Memo	6/2/2017
Durant South Apron Repairs Bid Recommendation Letter	Cover Memo	6/2/2017

CONSTRUCTION CONTRACT

THIS CONTRACT, made the _____ day of _____, 2017, by and between Overland Corporation, hereinafter called CONTRACTOR, and the **City of Durant** hereinafter called OWNER.

ARTICLE 1, SCOPE OF WORK

The CONTRACTOR shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications which are entitled:

South Hangar Development Area Repairs Durant Regional Airport-Eaker Field

hereinafter called the PROJECT, and as prepared by LBR Inc., hereinafter called the ENGINEER, and shall do everything required by this Contract, the specifications, and drawings. The observation of construction of this Contract shall be under the supervision of the ENGINEER.

ARTICLE 2, TIME OF COMPLETION

The work to be performed under this contract shall commence on the first working day after the date of written "Notice to Proceed" of the Owner is issued and shall be fully completed within Ten (10) working days for the Base Bid.

ARTICLE 3, AMORTIZATION PAYMENT REQUIREMENTS

The CONTRACTOR does hereby agree to pay to the OWNER liquidated damages for such time, as the entire PROJECT is not acceptable for occupancy beyond the contract time. Liquidated damages shall be \$400.00 per working day after the above stated working days have expired after the date of "Notice to Proceed," for such time as the entire PROJECT is acceptable for occupancy.

In addition, the CONTRACTOR does hereby agree to pay to the OWNER as liquidated damages the cost of all failed tests performed by the OWNER'S qualified representative in accordance with Section 60-02 of the General Provisions.

Any sum of money owed to the CONTRACTOR, under the terms of this contract, which has been retained by the OWNER, may be used to pay the liquidated damages to the OWNER.

The ENGINEER shall certify, after consultation with the CONTRACTOR and the OWNER, the date on which the PROJECT is available for occupancy.

The OWNER shall furnish the site and access to the site. Further, the OWNER shall do all things within its power to cooperate with the CONTRACTOR and to facilitate the CONTRACTOR'S efforts to complete the work as provided in the contract. The CONTRACTOR is relieved of responsibility for the payment of such liquidated damages only to the extent that the failure of space to be available for occupancy in accordance with the completion time established in Article 2 is caused by Acts of God.

ARTICLE 4, CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the contract in current funds the sum of Twenty Three Thousand, Nine Hundred Seven Dollars (\$23,907.00).

ARTICLE 5, THE CONTRACT DOCUMENTS

Drawings and specifications referred to in Article 1 herein are a part of this contract as if hereto attached and herein repeated. This contract is based on plans and specifications dated February 2017 and addenda thereto as follows: Addendum A dated April 26, 2017.

It is agreed that changes, additions, or deletions may be made to the drawings and specifications and work to be performed only upon an agreement executed in writing entered into by parties to this contract.

ARTICLE 6, CLAIM OR INVOICE AFFIDAVIT

Each monthly estimate for payment must contain, or have attached, an affidavit as required by Senate Bills 469 and 565 of the 1974 Legislature, executed on a form similar and essentially the same as that (page CA-1) bound in the specifications.

ARTICLE 7, CONTINGENCY AGREEMENT

The contract is contingent upon the "Notice to Proceed."

ARTICLE 8, THE SWORN, NOTARIZED STATEMENT BELOW (PAGE C - 6) MUST BE SIGNED AND NOTARIZED BEFORE THIS CONTRACT WILL BECOME EFFECTIVE.

ARTICLE 9, HOLD HARMLESS, INDEMNIFY AND DEFEND CLAUSE

Any Contractor or Subcontractor performing work in connection with drawings and specifications for this Project shall hold harmless, indemnify and defend the Owner and the Engineer, their consultants and each of their officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their consultants or their officers, agents and employees.

ARTICLE 10, BUY AMERICAN -- STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

- A. The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (B) below.
- B. The following terms apply to this clause:
1. **Steel and Manufactured Products.** As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
 2. **Components.** As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
 3. **Cost of Components.** This means the costs for production of the components, exclusive of final assembly labor costs.

ARTICLE 11, DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

Part A

Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

Compliance. All bidders, potential contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

Subcontract Clauses. All bidders and potential contractors hereby ensure that they will include the above clauses in all subcontracts, which offers further subcontracting opportunities.

Part B

It is further understood and agreed:

The award procedure for this solicitation will include the selection criteria of 49 CFR Part 26.45(i) to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals.

Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is (No DBE goal this Project) percent of the dollar value of this contract.

After opening bids, the apparent successful bidder will be required to submit the names and addresses of the DBE firms that will participate in the contract along with a description of the work to be performed by each named firm and the dollar value for each contract (subcontract). If the responses do not clearly show DBE participation will meet the goals above, the apparent successful bidder must provide documentation clearly demonstrating, to the satisfaction of the airport sponsor, that it made good faith efforts in attempting to do so and that meeting said goals is not reasonably possible. A bid that fails to meet these requirements will be considered nonresponsive.

Agreements between bidder / proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders / proposers are prohibited. All bidders and proposers shall make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CONTRACTOR

ATTEST:

_____ By _____
Title _____

CITY OF DURANT

ATTEST:

_____ CITY CLERK _____ MAYOR

APPROVED as to form and legality this _____ day of _____, 20____.

MUNICIPAL COUNSELOR

AFFIDAVIT

STATE OF OKLAHOMA)
) SS.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, on oath says:

1. (s) he is the duly authorized agent of _____,
 the Contractor under the contract which is attached to this statement, for the purpose of
 certifying the facts pertaining to the giving of things of value to government personnel in
 order to procure said contract;
2. (s)he is fully aware of the facts and circumstances surrounding the making of the contract to
 which this statement is attached and has been personally and directly involved in the
 proceedings leading to the procurement of said contract; and
3. neither the Contractor nor anyone subject to the Contractor's direction or control has paid,
 given or donated or agreed to pay, give or donate to any officer or employee of the State of
 Oklahoma any money or other thing of value, either directly or indirectly, in procuring the
 contract to which this statement is attached.

(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public (or Clerk or Judge)

My Commission Expires: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
_____, as Principal,
hereinafter called Contractor, and _____,
a corporation organized and existing under the laws of the State of Oklahoma, as Surety, hereinafter
called Surety, are held and firmly bound unto _____
as Oblige, hereinafter called Owner, in the amount of _____
_____ Dollars (\$ _____),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered
into a contract with Owner for

in accordance with drawings and specifications prepared by _____

(Here insert full name, title and address)

_____ which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall
remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner
having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall
promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and
conditions, and upon determination by Surety, of the lowest responsible bidder, or, if the
Owner elects, upon determination by the Owner and the Surety jointly of the lowest
responsible bidder, arrange for a contract between such bidder and Owner, and make
available as work progresses (even though there should be a default or a succession of
defaults under the contract or contracts of completion arranged under this paragraph)
sufficient funds to pay the cost of completion less the balance of the contract price; but not
exceeding, including other costs and damages for which the Surety may be liable hereunder,
the amount set forth in the first paragraph hereof. The term "balance of the contract price," as

used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

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

Signed and sealed this _____ day of _____, 20_____, in the presence
of: _____

(Witness) By _____ (Seal)

(Surety) Principal

(Witness) By _____ (Seal)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
_____, as Principal,
and _____
a corporation authorized under the laws of the State of _____ and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto _____
_____ in the penal sum of _____
(Owner)
_____ (\$_____)

in lawful money of the United States of America, for the payment of which, well and truly to be made we bind
ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and
severally, firmly by these presents:

DATED this _____ day of _____, 20_____.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said
principal has entered into a written contract with

(Owner)

DATED _____, 20_____, for

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office
of

(Name and Address of Owner)

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said
Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor
and materials and repairs to and parts for equipment used and consumed in the performance of said Contract
within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto
may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Principal _____

Secretary

By _____
Title

Surety _____

By _____
Attorney-In-Fact

DEFECT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____,
as Principal, and _____,
a corporation organized under the laws of the State of _____
and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto

(Owner)

in the penal sum of _____
_____ Dollars (\$ _____)

in lawful money of the United States of America, said sum being equal to One Hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with _____

(Owner)

dated _____, 20_____, for

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of

(Name and Address of Owner)

NOW, THEREFORE, if said Principal shall pay or cause to be paid to _____
(Owner)

all damage, loss, and expense that may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said project by _____; then this obligation shall be null and void,
(Owner)

otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-in-fact, duly authorized so to do, the day and year first above written.

Dated this _____ day of _____, 20_____.

PRINCIPAL:

By _____

ATTEST:

SURETY:

By _____

Attorney-In-Fact

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, or ancestry. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruiting or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this section.
- B. In the event of the Contractor's non-compliance with this non-discrimination clause, the Contract may be canceled or terminated by the Owner. The Owner may declare the Contractor ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.

I have read the above stated clause and agree to abide by its requirements.

CONTRACTOR'S SIGNATURE

ATTEST

SECRETARY

South Hangar Development Area Repairs
Durant Regional Airport-Eaker Field

PROPOSAL SUMMARY SHEET
OF

Overland Corporation

Company Name of Bidder

Base Bid

Twenty three thousand nine
hundred seven dollars & zero cents

\$ 23,907.00

Check List:

Bidder should fill in Yes or No

- | | |
|---|------------|
| 1. A copy of the Proposal is enclosed | <u>yes</u> |
| 2. All items in the Base Bid are bid | <u>yes</u> |
| 3. Addendum (a) receipt is acknowledged | <u>yes</u> |
| 4. 5% Bid Security is enclosed | <u>yes</u> |
| 5. Proposal is signed | <u>yes</u> |
| 6. Noncollusion Affidavit is signed | <u>yes</u> |
| 7. Business Relationship Affidavit is signed | <u>yes</u> |
| 8. Equal Employment Opportunity Certificate is signed | <u>yes</u> |
| 9. Bidders' Qualification Statement is enclosed | <u>yes</u> |
| 10. Disadvantaged Business Enterprise (DBE) Utilization | <u>N/A</u> |
| 11. List of Subcontractors | <u>yes</u> |
| 12. Letter of Intent | <u>yes</u> |

A copy of this proposal is to be filed with the City of Durant, Oklahoma, the office of the City Clerk, City Hall, 300 West Evergreen, (P. O. Box 578), Durant, Oklahoma 74702 by 11:00 A.M., on the 30th day of May 2017.

PROPOSAL

South Hangar Development Area Repairs
Durant Regional Airport-Eaker Field

May 30, 2017
Date

Proposal of Overland Corporation, a corporation organized
and existing under the laws of the State of Oklahoma, with principal offices at
PO Box 1947 Ardmore, OK 73402:

Proposal of _____, a partnership consisting
of _____

with offices at _____:

Proposal of _____, an individual
trading as _____
with offices at _____:

for
TO:

Honorable Mayor and City Council
City of Durant
300 West Evergreen, (P. O. Box 578)
Durant, Oklahoma 74702
Gentlemen:

Having carefully examined the plans and specifications and other contract documents, and having fully investigated the location, character and extent of the work to be done and the materials to be furnished in connection with the construction of the improvements as set forth in the plans and specifications and being familiar with the type of construction work involved, the undersigned hereby proposes to furnish all tools, appliances, equipment, materials, labor and all minor items necessary to provide a finished project, ready for operation and to construct and complete the project in a thorough, workmanlike and satisfactory manner in accordance with the plans and specifications therefor and the documents attached hereto, to the satisfaction of the Engineer representing the Owner and to the satisfaction and acceptance of the work by the Owner for the following unit prices or for the following lump sum per unit as set out herein. Quantities shown are approximate and are for comparison of bids and to determine approximate amount of the contract. The amount bid includes all payment due for full performance of the project work.

South Hangar Development Area Repairs

Durant Regional Airport-Eaker Field

It is understood that the undersigned is bidding on the unit prices stated below:

Item No.	Estimated Quantity	Description	Unit Price	Amount
BASE BID				
1	SP-308-2.1	Traffic Maintenance		
	1 LS	<u>one thousand five hundred</u> Dollars (\$ <u>1,500.00</u>) \$ <u>1,500.00</u> <u>zero cents</u>		
2	SP-310-3.1	Mobilization, Bonds and Temporary Erosion Control - See Section SP-310 for Payment Schedule		
	1 LS	<u>Nine thousand eight</u> Dollars (\$ <u>9,850.00</u>) \$ <u>9,850.00</u> <u>hundred fifty & zero cents</u>		
3	SP-318-4.1	Saw Cut - Full Depth Asphalt or Concrete		
	400 LF	<u>Six dollars & fifty cents</u> Dollars (\$ <u>6.50</u>) \$ <u>2,600.00</u>		
4	SP-318-4.2	Break-Up, Removal, and Disposal of Existing Pavement - Material and Thickness May Vary - Waste on Airport Property		
	110 SY	<u>Twenty one dollars & fifty</u> Dollars (\$ <u>21.50</u>) \$ <u>2,365.00</u> <u>Cents</u>		
5	P-501-8.1	Construct 5" Portland Cement Concrete Surface Course, with Joints		
	110 SY	<u>Sixty four dollars &</u> Dollars (\$ <u>64.70</u>) \$ <u>7,117.00</u> <u>seventy cents</u>		
6	P-605-5.1	Clean and Seal Cracks in Existing PCC Apron		
	150 L.F.	<u>Two dollars & fifty</u> Dollars (\$ <u>2.50</u>) \$ <u>375.00</u> <u>Cents</u>		
7	SP-304-2.1	Insurance Premium to Add City & Engineer as Additional Insureds to Contractor's Liability Policy		
	1 L.S.	<u>one hundred dollars &</u> Dollars (\$ <u>100.00</u>) \$ <u>100.00</u> <u>zero cents</u>		
TOTAL BASE BID			\$	<u>23,907.00</u>

The bidder (proposer) shall complete the following statement by checking the appropriate space.

The bidder (proposer) has ☒ has not ☐ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Orders 10925 or 11114 or 11246.

The bidder (proposer) has ☒ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the bidder (proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1," prior to the award of contract.

Standard Form 100 is normally furnished Contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee
1800 G Street
Washington, D.C. 20506

Certification Regarding Foreign Trade Restrictions (49 CFR Part 30)

The Contractor or subcontractor, by submission of an offer and / or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a Contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product or subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project; the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Contractor are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

WAGE RATES

All labor employed by the Contractor will be paid not less than the minimum wage set out in the specifications for each particular class of labor.

BUY AMERICAN CERTIFICATION

By submitting a bid / proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid / proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American -- Steel and Manufactured Products For Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from LBR Inc., lists of articles, materials and supplies excepted from this provision.

PRODUCT

COUNTRY OF ORIGIN

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (49 CFR Part 29)

The bidder (offeror) certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder / offeror / contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation / proposal.

This bidder agrees that, if his proposal is accepted, he will enter into a contract with the City of Durant within ten (10) days after the acceptance of his bid; and he further agrees to commence work within ten (10) calendar days after written Notice to Proceed is issued and to complete the work within Ten (10) working days for the Base Bid. Liquidated damages will be \$400.00 per day.

Enclosed is bidder's (Bid Bond), (Certified Check), (Cashier's Check) or (Irrevocable Letter of Credit) in the amount of 5 percent of the total bid: 5% of total Bid Dollars (\$ 5% of Bid).
(Enter amount of guaranty)

We hereby acknowledge receipt of Addendum (a) No. A.

PO Box 1947
Street or P. O. Box

Overland Corporation
Name of Firm

Ardenne, OK 73402
City, State and Zip

Child S. Vaal
Signature

(580) 223-8432
Telephone

Michael S. Voorhes
Typed Name

(580) 223-8454
Fax

President
Title

5/30/17
Date

THESE TWO AFFIDAVITS MUST BE EXECUTED FOR THE BID TO BE CONSIDERED:

A. Noncollusion Affidavit

STATE OF OKLAHOMA)
) SS.
COUNTY OF Carter)

I, Michael S. Voorhes of lawful age, being first duly sworn, on oath says:

1. (s)he is the duly authorized agent of Overland Corporation, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

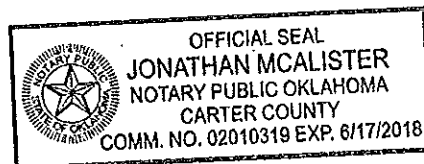
Michael S. Voorhes
(Signature)

President
(Title)

20 17 SUBSCRIBED AND SWORN to before me this 30th day of May

Jonathan McAlister
Notary Public (or Clerk or Judge)

My Commission Expires 6/17/18



B. Business Relationships Affidavit

STATE OF OKLAHOMA)
) SS.
COUNTY OF Carter)

Michael S. Voorhes, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

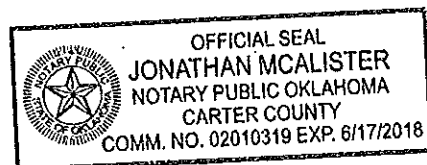
Michael S. Voorhes
Bidder or Agent

SUBSCRIBED AND SWORN to before me this May 30th day
of May, 2017.

Jonathan McAlister
Notary Public

My Commission Expires:

6/17/18



THIS CERTIFICATE MUST BE EXECUTED FOR THE BID TO BE CONSIDERED

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

GENERAL

BIDDERS NAME Overland Corporation
ADDRESS PO Box 1947 Ardmore, OK 73402
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER 73-1452852

NONSEGREGATED FACILITIES

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS (41 CFR 60-1.8)

1. A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
2. Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION ON NON-SEGREGATED FACILITIES:

1. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES:

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Certification--The information above is true and complete to the best of my knowledge and belief.

Michael S. Voorhes, President

Name and Title of Signer (Please Type)

Michael S. Voorhes

Signature

5/30/17

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS STATEMENT MUST BE COMPLETED AND SUBMITTED WITH BID

BIDDERS QUALIFICATIONS STATEMENT

Date May 30, 2017

1. Name of Bidder Overland Corporation
2. Business Address PO Box 1947 Ardmore, OK 73402
3. Date Organized Under Present Firm Name February 1, 1982
4. Type of Organization:

Individual

Partnership consisting of the following members:

Corporation with the following officers:

Michael S. Voorhes President Mike Hope Vice-President

Reggie Sullivan Secretary _____ Treasurer

5. Background and Experience of Principal Members of Firm:

- a. Name Reggie Sullivan Age 64
Years of experience in construction work 50
Duties performed All Phases of Road Construction
- b. Name Michael S. Voorhes Age 56
Years of experience in construction work 34
Duties performed All Phases of Road Construction
- c. Name Mike Hope Age 45
Years of experience in construction work 25
Duties performed All Phases of Road Construction
- d. Name Jerry McMahon Age 55
Years of experience in construction work 38
Duties performed All Phases of Road Construction

6. Projects Now Under Contract:

Description and Location	Construction Cost	% Comp.	Estimated Comp. Date
Bryan Co. East main	3,447,654	43	July 2017
Love Co SH-32	7,876,549	36	Sept 2017
Johnston Co SH-99	11,018,314	8	Feb 2018
Stephens Co US-81	14,336,306	26	Mar 2018

7. Projects Completed by Firm:

Description and Location	Construction Cost	Date Constructed
Carter Co SH-199	5,983,777	2012
Carter Co SH-199	10,444,142	2011
City of Ardmore	863,109	2015
Chickasaw Nation-Ada	503,912	2016
Jefferson Co US-81	1,369,759	2015
Carter Co SH-7	1,385,994	2015

8. Bonding Capacity:

a. Maximum bonding capacity	\$ 100,000,000
b. Amount obligated for current work	\$ 40,000,000
c. Net capacity available for new work	\$ 60,000,000

9. Bonds written by:

Company Westchester Fire Ins. Co. Agent Willis Towers Watson
 Name Name
436 Walnut Street Agent 15305 N. Dallas Parkway, ste 1100
 Address Address
Philadelphia, PA 19106 Addison, TX 75001

10. Banking Connections:

First United Bank 1700 Redbud Blvd
Mckinney, TX 75069 (972) 548-3010

11. Condensed Financial Data:

Current Assets	\$ 17,728,939
Current Liabilities	\$ 8,060,038
Present Net Worth	\$ 9,668,901

Chickasaw Nation PO Box 788 Ada, OK (580) 421-8875

City of Ardmore 23 S. Washington Ardmore, OK (580) 221-2506

ODOT-Madill PO Box 297 Madill, OK (580) 795-3675

Owner	Project Description	Cost
City of Durant	Eaker Field	392,966
City of Tishomingo	Airpark	567,604

Owner	Project Description	Cost
City of Durant	Eaker Field	392,966

City of Tishomingo Airport 567,604

Signature

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeree has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

X The bidder/offeree is committed to a minimum of 0 percent DBE utilization on this contract.

 The bidder/offeree (if unable to meet the DBE goal percent) is committed to a minimum of percent DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeree's firm: Overland Corporation

State Registration No. 1900539443

By  President
(Signature) (Title)

LIST OF SUBCONTRACTORS

Name	Address	Type of Work	Dollar Amount of Work	DBE Status	Age of Firm	Annual Gross Receipts
None						

Letter of Intent

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-name DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.


(Submit this page for each DBE subcontractor.)

NOTICE OF PHASED OR LIMITED FUNDING
AND POTENTIAL QUANTITY REDUCTIONS

In order for this project to move forward, in the process for the Sponsor's funding, the following special conditions are made a part of these contract documents:

1. The quantities may be increased or reduced by more than 25%, without any changes to the bid unit prices.
2. This quantity reduction may be required for the Sponsor to award a portion of the work, and stay within the Sponsor's funding that is available for the project
3. The Sponsor will issue a Supplemental Agreement, with the Contract Award, to increase or reduce quantities as required to fit a fixed construction budget. This Supplemental Agreement (change order) will increase or reduce quantities, as required to provide a usable unit of work, within the budget available.
4. The contract will be issued, to the successful bidder, contingent upon the successful execution of the Supplemental Agreement (change order), increasing or reducing the project quantities to value indicated in item 3 above.
5. The Sponsor may award the contract, at anytime between the bid opening date and a period of time not to exceed 120 calendar days thereafter. There will be no negotiation to increase or decrease to the bid unit prices during this 120 calendar day period, prior to contract award.
6. The 25% limitation, on quantity adjustment (with no change in unit price) that is stipulated in Section 40-02 of the General Provisions, will take effect on the quantities that remain, i.e., after a supplemental agreement is issued per Item 3 above.

The Bidder has read the above Notice of Phased or Limited Funding, and accepts all conditions of the Notice as a part of the contract to be awarded.

 5/30/17
Signature and Date

Michael S. Voorhes
Printed Name

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Overland Corporation Inc.
534 US-Highway 77
Ardmore, OK 73401

SURETY:

(Name, legal status and principal place of business)

Westchester Fire Insurance Company
436 Walnut Street, P. O. Box 1000
Philadelphia, PA 19106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Durant
300 West Evergreen
Durant, OK 74702

BOND AMOUNT: \$ 5% G.A.B.

Five Percent of Greatest Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

South Hanger Development Area Repairs, Durant Regional Airport-Eaker Field, Durant, OK

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of May, 2017


(Witness)

Overland Corporation Inc.

(Principal)

(Seal)

By: 

(Title)

Westchester Fire Insurance Company

(Surety)

(Seal)

By: 

(Title) Tonie Petranek

Attorney-in-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested

Does hereby nominate, constitute and appoint Daphne Massey, Deborah English, Jack M Crowley, Jennifer Rosales, Luke J. Nolan, Jr., Steven R Foster, Tonie Petranek, all of the City of DALLAS, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifty million dollars & zero cents (\$50,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of January 2017.

WESTCHESTER FIRE INSURANCE COMPANY



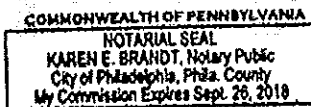
Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 11 day of January, AD. 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

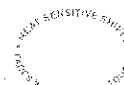
I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 30th day of May, 2017



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 11, 2019.



South Hangar Development Area Repairs

Bids Opened At
11:00 A.M., Tuesday, May 30, 2017
City Hall
Durant, Oklahoma

Durant Regional Airport-Eaker Field, Durant, Oklahoma

Overland Corporation				Engineer's Estimate LBR Inc.			
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
BASE BID							
1	Traffic Maintenance	1	L.S.	\$1,500.00	\$1,500.00	\$400.00	\$400.00
2	Mobilization, Bonds, & Temporary Erosion Control	1	L.S.	\$9,850.00	\$9,850.00	\$9,000.00	\$9,000.00
3	Saw Cut - Full Depth Concrete	400	L.F.	\$6.50	\$2,600.00	\$12.00	\$4,800.00
4	Break-Up, Removal, and Disposal of Existing Pavement - Material and Thickness May Vary - Waste On Airport Property	110	S.Y.	\$21.50	\$2,365.00	\$20.00	\$2,200.00
5	Construct 5" Portland Cement Concrete Surface Course, with Joints	110	S.Y.	\$64.70	\$7,117.00	\$65.00	\$7,150.00
6	Clean and Seal Cracks in Existing PCC Apron	150	L.F.	\$2.50	\$375.00	\$18.00	\$2,700.00
8	Insurance Premium to Add City & Engineer as Additional Insureds to Contractor's Liability Policy	1	L.S.	\$100.00	\$100.00	\$200.00	\$200.00
Total Base Bid					\$23,907.00		\$26,450.00



LBR Inc. Airport Consultants

May 31, 2017

Honorable Mayor and City Council
City of Durant
300 W Evergreen
Durant, OK 74701

Mayor Tomlinson;

Bids for "South Hangar Development Area Repairs" at the Durant Regional Airport-Eaker Field were received at 11:00 A.M. on Tuesday, May 30, 2017.

There was one bidder presenting a proposal. The staff at LBR Inc. has reviewed the bid. The bid from Overland Corporation was in the total amount of \$23,907.00.

After analysis of the bid, LBR suggests awarding the contract to Overland Corporation. We have previous experience working with Overland Corporation on a project at Durant Regional Airport. Their work was satisfactory and we see no reason not to award them the contract.

Please authorize the Mayor and City Attorney to sign all required documents. All referenced documents will be forthcoming from LBR Inc.

We sincerely thank you for allowing us to assist you with your airport consulting needs. We look forward to working with you on this most important project for the City of Durant, and the Durant Regional Airport-Eaker Field.

Respectfully Submitted,

Tyler McDonald, Vice President

Enclosures: Bid Tab



The City of Durant

Deputy City Manager of Operations

Memorandum

Date: 6/8/2017
To: Airport Authority
From: Jacque J. Wilson, Deputy City Manager of Operations
Re: Consider Approval of Request for Authorization of Purchase for Overland Corporation for Airport South Apron Repair (RFAP #2017-116)

Consider approval of Request for Authorization of Purchase for Overland Corporation for Airport South Apron Repair (RFAP #2017-116)

Council Information / Action Requested

Approve Request for Authorization of Purchase for Overland Corporation for Airport South Apron Repair (RFAP #2017-116)

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

ATTACHMENTS:

Description	Type	Upload Date
RFAP #2017-116	Exhibit	6/9/2017

SPEND/CNTRCT#
 INCODE PROJ#
 RFAP#

2017-116

REQUEST FOR AUTHORIZATION TO PURCHASE

Ref: 11 O.S. §10:114 (B) and 61 O.S. §103 (D) and City of Durant Code: § 37.003-37.010

Item

- 1 Item planned for spending (provide details):
To pay for the final repairs required for the "South Hanger Development Area Repairs". This contract
- 2 Department requesting authorization:
DCMO
- 3 Bidding recommendation (award or reject along with name and contact information of vendor):
JBR INC. Overland Corp.
- 4 Estimated Purchase Date (M/D/Y):
June 15, 2017
- 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)
- 7 GL account code:
- 8 Spending / purchase request details (complete below blanks):
 8a Amount requested to spend
 8b Item (new or replacement, if a capital item complete fixed asset form)?
 8c Old Item to be Traded-In (Yes / No). Note: if a capital item complete fixed asset form?
 206-065-503-80-08
 015-065-503-80-50
 \$23,907.00
- 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):
 - 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:
Form bid process conducted. Overland was the only bidder and their proposal meets the City's requirements
 - 9c **State Contract** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases over \$15,000 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:

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.

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.

9g **Sole Source Purchase** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 Council approval required in addition to City Manager approval. Attach to this request a memo detailing the nature of the Sole source designation, that is explain how this purchase fulfills the requirements to be considered a sole source purchase:

10 Signature & date blocks (complete appropriate sections):

10a Signature of Grants Administrator (if applicable) date (M/D/Y):

10b Signature Department Head date (M/D/Y):

10c Signature of Division Head date (M/D/Y):

10d Signature of Budget Administrator date (M/D/Y):

10e Signature of Project Manager date (M/D/Y):

10f Signature of City Treasurer date (M/D/Y):

10g Signature of City Manager (only over \$2,000) date (M/D/Y):

11h City Manager Comments:



LBR Inc. Airport Consultants

May 31, 2017

Honorable Mayor and City Council
City of Durant
300 W Evergreen
Durant, OK 74701

Mayor Tomlinson;

Bids for "South Hangar Development Area Repairs" at the Durant Regional Airport-Eaker Field were received at 11:00 A.M. on Tuesday, May 30, 2017.

There was one bidder presenting a proposal. The staff at LBR Inc. has reviewed the bid. The bid from Overland Corporation was in the total amount of \$23,907.00.

After analysis of the bid, LBR suggests awarding the contract to Overland Corporation. We have previous experience working with Overland Corporation on a project at Durant Regional Airport. Their work was satisfactory and we see no reason not to award them the contract.

Please authorize the Mayor and City Attorney to sign all required documents. All referenced documents will be forthcoming from LBR Inc.

We sincerely thank you for allowing us to assist you with your airport consulting needs. We look forward to working with you on this most important project for the City of Durant, and the Durant Regional Airport-Eaker Field.

Respectfully Submitted,

Tyler McDonald, Vice President

Enclosures: Bid Tab

ARTICLE 4, CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the contract in current funds the sum of Twenty Three Thousand, Nine Hundred Seven Dollars (\$23,907.00).

ARTICLE 5, THE CONTRACT DOCUMENTS

Drawings and specifications referred to in Article 1 herein are a part of this contract as if hereto attached and herein repeated. This contract is based on plans and specifications dated February 2017 and addenda thereto as follows: Addendum A dated April 26, 2017.

It is agreed that changes, additions, or deletions may be made to the drawings and specifications and work to be performed only upon an agreement executed in writing entered into by parties to this contract.

ARTICLE 6, CLAIM OR INVOICE AFFIDAVIT

Each monthly estimate for payment must contain, or have attached, an affidavit as required by Senate Bills 469 and 565 of the 1974 Legislature, executed on a form similar and essentially the same as that (page CA-1) bound in the specifications.

ARTICLE 7, CONTINGENCY AGREEMENT

The contract is contingent upon the "Notice to Proceed."

ARTICLE 8, THE SWORN, NOTARIZED STATEMENT BELOW (PAGE C - 6) MUST BE SIGNED AND NOTARIZED BEFORE THIS CONTRACT WILL BECOME EFFECTIVE.

ARTICLE 9, HOLD HARMLESS, INDEMNIFY AND DEFEND CLAUSE

Any Contractor or Subcontractor performing work in connection with drawings and specifications for this Project shall hold harmless, indemnify and defend the Owner and the Engineer, their consultants and each of their officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their consultants or their officers, agents and employees.

CONSTRUCTION CONTRACT

THIS CONTRACT, made the _____ day of _____, 2017, by and between Overland Corporation, hereinafter called CONTRACTOR, and the City of Durant hereinafter called OWNER.

ARTICLE 1, SCOPE OF WORK

The CONTRACTOR shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications which are entitled:

South Hangar Development Area Repairs Durant Regional Airport-Eaker Field

hereinafter called the PROJECT, and as prepared by LBR Inc., hereinafter called the ENGINEER, and shall do everything required by this Contract, the specifications, and drawings. The observation of construction of this Contract shall be under the supervision of the ENGINEER.

ARTICLE 2, TIME OF COMPLETION

The work to be performed under this contract shall commence on the first working day after the date of written "Notice to Proceed" of the Owner is issued and shall be fully completed within Ten (10) working days for the Base Bid.

ARTICLE 3, AMORTIZATION PAYMENT REQUIREMENTS

The CONTRACTOR does hereby agree to pay to the OWNER liquidated damages for such time, as the entire PROJECT is not acceptable for occupancy beyond the contract time. Liquidated damages shall be \$400.00 per working day after the above stated working days have expired after the date of "Notice to Proceed," for such time as the entire PROJECT is acceptable for occupancy.

In addition, the CONTRACTOR does hereby agree to pay to the OWNER as liquidated damages the cost of all failed tests performed by the OWNER'S qualified representative in accordance with Section 60-02 of the General Provisions.

Any sum of money owed to the CONTRACTOR, under the terms of this contract, which has been retained by the OWNER, may be used to pay the liquidated damages to the OWNER.

The ENGINEER shall certify, after consultation with the CONTRACTOR and the OWNER, the date on which the PROJECT is available for occupancy.

The OWNER shall furnish the site and access to the site. Further, the OWNER shall do all things within its power to cooperate with the CONTRACTOR and to facilitate the CONTRACTOR'S efforts to complete the work as provided in the contract. The CONTRACTOR is relieved of responsibility for the payment of such liquidated damages only to the extent that the failure of space to be available for occupancy in accordance with the completion time established in Article 2 is caused by Acts of God.

Part B

It is further understood and agreed:

The award procedure for this solicitation will include the selection criteria of 49 CFR Part 26.45(i) to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals.

Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is (No DBE goal this Project) percent of the dollar value of this contract.

After opening bids, the apparent successful bidder will be required to submit the names and addresses of the DBE firms that will participate in the contract along with a description of the work to be performed by each named firm and the dollar value for each contract (subcontract). If the responses do not clearly show DBE participation will meet the goals above, the apparent successful bidder must provide documentation clearly demonstrating, to the satisfaction of the airport sponsor, that it made good faith efforts in attempting to do so and that meeting said goals is not reasonably possible. A bid that fails to meet these requirements will be considered nonresponsive.

Agreements between bidder / proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders / proposers are prohibited. All bidders and proposers shall make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

ARTICLE 10, BUY AMERICAN -- STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

- A. The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (B) below.
- B. The following terms apply to this clause:
1. **Steel and Manufactured Products.** As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
 2. **Components.** As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
 3. **Cost of Components.** This means the costs for production of the components, exclusive of final assembly labor costs.

ARTICLE 11, DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

Part A

Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

Compliance. All bidders, potential contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

Subcontract Clauses. All bidders and potential contractors hereby ensure that they will include the above clauses in all subcontracts, which offers further subcontracting opportunities.

AFFIDAVIT

STATE OF OKLAHOMA)
) SS.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, on oath says:

1. (s) he is the duly authorized agent of _____,
 the Contractor under the contract which is attached to this statement, for the purpose of
 certifying the facts pertaining to the giving of things of value to government personnel in
 order to procure said contract;
2. (s)he is fully aware of the facts and circumstances surrounding the making of the contract to
 which this statement is attached and has been personally and directly involved in the
 proceedings leading to the procurement of said contract; and
3. neither the Contractor nor anyone subject to the Contractor's direction or control has paid,
 given or donated or agreed to pay, give or donate to any officer or employee of the State of
 Oklahoma any money or other thing of value, either directly or indirectly, in procuring the
 contract to which this statement is attached.

(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public (or Clerk or Judge)

My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CONTRACTOR

ATTEST:

_____ By _____
Title _____

CITY OF DURANT

ATTEST:

_____ CITY CLERK _____ MAYOR

APPROVED as to form and legality this _____ day of _____, 20____.

MUNICIPAL COUNSELOR

used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

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

Signed and sealed this _____ day of _____, 20____, in the presence
of: _____

(Witness) By _____ (Seal)

(Surety) Principal

(Witness) By _____ (Seal)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____,
_____, as Principal,
hereinafter called Contractor, and _____,
a corporation organized and existing under the laws of the State of Oklahoma, as Surety, hereinafter
called Surety, are held and firmly bound unto _____
as Obligee, hereinafter called Owner, in the amount of _____
_____ Dollars (\$ _____),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered
into a contract with Owner for

in accordance with drawings and specifications prepared by _____

(Here insert full name, title and address)

_____ which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall
remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner
having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall
promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and
conditions, and upon determination by Surety, of the lowest responsible bidder, or, if the
Owner elects, upon determination by the Owner and the Surety jointly of the lowest
responsible bidder, arrange for a contract between such bidder and Owner, and make
available as work progresses (even though there should be a default or a succession of
defaults under the contract or contracts of completion arranged under this paragraph)
sufficient funds to pay the cost of completion less the balance of the contract price; but not
exceeding, including other costs and damages for which the Surety may be liable hereunder,
the amount set forth in the first paragraph hereof. The term "balance of the contract price," as

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Principal _____

Secretary

By _____
Title

Surety _____

By _____
Attorney-In-Fact

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

_____, as Principal,

and _____

a corporation authorized under the laws of the State of _____ and authorized to transact

business in the State of Oklahoma, as Surety, are held and firmly bound unto _____

_____ in the penal sum of _____

(Owner)

_____ (\$ _____)

in lawful money of the United States of America, for the payment of which, well and truly to be made we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents:

DATED this _____ day of _____, 20____.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written contract with

(Owner)

DATED _____, 20____, for

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of

(Name and Address of Owner)

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-in-fact, duly authorized so to do, the day and year first above written.

Dated this _____ day of _____, 20_____.

PRINCIPAL:

By _____

ATTEST:

SURETY:

By _____
Attorney-In-Fact

DEFECT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____,
as Principal, and _____,
a corporation organized under the laws of the State of _____
and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto

(Owner)

in the penal sum of _____
_____ Dollars (\$ _____)

in lawful money of the United States of America, said sum being equal to One Hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with _____

(Owner)

dated _____, 20_____, for

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of

(Name and Address of Owner)

NOW, THEREFORE, if said Principal shall pay or cause to be paid to _____
(Owner)

all damage, loss, and expense that may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said project by _____;
(Owner) then this obligation shall be null and void,

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, or ancestry. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruiting or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this section.
- B. In the event of the Contractor's non-compliance with this non-discrimination clause, the Contract may be canceled or terminated by the Owner. The Owner may declare the Contractor ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.

I have read the above stated clause and agree to abide by its requirements.

CONTRACTOR'S SIGNATURE

ATTEST

SECRETARY



The City of Durant

Deputy City Manager of Operations

Memorandum

Date: 5/31/2017
To: Airport Authority
From: Jacque J. Wilson, Deputy City Manager of Operations
Re: Consider Approval of Adjustment of Amendment No. 2S Between the City of Durant and LBR INC.

This amendment is an adjustment of the agreement for Professional Consulting. The breakdown is as follows:

Originally:

Plans and Specs: \$242,975

Prelim Eng Rep: \$70,000

FAR's : \$13,500

DBE: \$7,500

Total: \$333,975

Now:

Plans and Specs: \$125,371

Prelim Eng Rep: \$63,354

FAR's : \$43,015

DBE: \$7,500

New Total: \$239,240

Difference: -\$94,735

Council Information / Action Requested

Approve request to accept Amendment No. 2S between the City of Durant and LBR Inc.

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

ATTACHMENTS:

Description

Durant Amendment 2-Original

Type

Cover Memo

Upload Date

6/6/2017

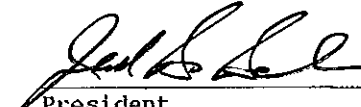
AMENDMENT NO. 2

This Amendment, made as of the 9th day of February, 2016, by and between the City of Durant and LBR Inc., shall be made a part of the Agreement for Professional Airport Consulting Services between said parties and dated February 10, 2015.

1. The following services shall be added to Section I. A. 1:
 - A. Provide Design Only Plans and Specs for AIP Project 3-40-0025-011-2016, "Rehabilitate Runway 17-35" at Durant Regional Airport-Eaker Field.
 - B. Provide a Preliminary Engineer's Report for the above project.
 - C. Provide FAR's for the above project.
 - D. Update the DBE for Durant Regional Airport-Eaker Field.
2. The following fees shall be added to Section V. B. as related to the above items:
 - 1A. A fixed fee of \$ 242,975.00
 - 1B. A fixed fee of \$ 70,000.00
 - 1C. A fixed fee of \$ 13,500.00
 - 1D. A fixed fee of \$ 7,500.00

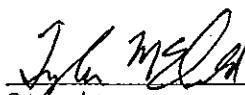
In witness whereof, the parties hereto have made and executed this Amendment the day and year first written above.

LBR INC.



President


ATTEST



Secretary

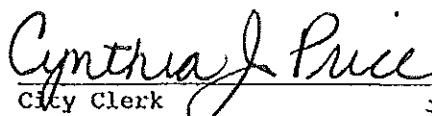


CITY OF DURANT



Mayor

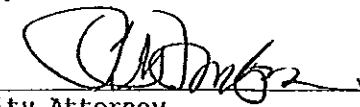
ATTEST



City Clerk



Certification of Legality:
Approved as to form and legality



City Attorney

AMENDMENT NO. 2S

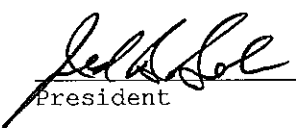
This Amendment, made as of the _____ day of _____, 2017, by and between the Durant Airport Authority and LBR Inc., shall be made a part of the Agreement for Professional Airport Consulting Services between said parties and dated February 10, 2015 and shall replace Amendmnet No. 2 dated February 9, 2016 with the negotiated Independent Fee Analysis values.

1. The following services shall be added to Section I. A. 1:
 - A. Provide Design Only Plans and Specs for AIP Project 3-40-0025-011-2016, "Rehabilitate Runway 17-35" at Durant Regional Airport-Eaker Field.
 - B. Provide a Preliminary Engineer's Report for the above project.
 - C. Provide FAR's for the above project.
 - D. Update the DBE for Durant Regional Airport-Eaker Field.
2. The following fees shall be added to Section V. B. as related to the above items:
 - 1A. A fixed fee of \$ 125,371.00
 - 1B. A fixed fee of \$ 63,354.00
 - 1C. A fixed fee of \$ 43,015.00
 - 1D. A fixed fee of \$ 7,500.00

In witness whereof, the parties hereto have made and executed this Amendment the day and year first written above.

LBR INC.

CITY OF DURANT



President

Mayor

ATTEST

ATTEST



Secretary

City Clerk



(Seal)

Certification of Legality:
Approved as to form and legality

City Attorney