

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

DURANT CITY COUNCIL

5:00 PM

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

January 3, 2023

SPECIAL AGENDA

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

1. Administration

- a. Update, Discussion and Possible Action Regarding University Boulevard from Westside Drive to Gates Avenue Construction Project. Possible Actions May Include Approval of Contract Terms with Shiralli Construction Corp., Proposed Amended Contract Terms or Authorization for Staff to Prepare to Re-Bid Project

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 29th day of December, 2022 and that an agenda of said meeting was posted at the place of such meeting at 3:30 p.m. on the 30th day of December, 2022.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 1/3/2023
To: Mayor and City Council
From: Tom Marcum, City Attorney
Re: Update, Discussion and Possible Action Regarding University Boulevard from Westside Drive to Gates Avenue Construction Project. Possible Actions May Include Approval of Contract Terms with Shiralli Construction Corp., Proposed Amended Contract Terms or Authorization for Staff to Prepare to Re-Bid Project

Council Information / Action Requested

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

ATTACHMENTS:

1. 2023-01-03 Schiralli Durant Change Order 4
2. 2023-01-03 Change Order Conditions

Change Order No. 4

Date of Issuance:	Effective Date:
January 3 rd , 2023	January 3 rd , 2023
Owner: City of Durant	Owner's Contract No.: DU-20-03
Contractor: Schiralli Construction Corp.	Contractor's Project No.: DU-20-03
Engineer: Wall Engineering, LLC	Engineer's Project No.: DU-20-03
Project: University Blvd Improvements	Contract Name: N/A

The Contract is modified as follows upon execution of this Change Order:

Change Order incorporates all items in the attachment as well as the submitted project schedule by reference.

Attachments: Summary of Changes

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>3,096,505.16</u>	Original Contract Times: Substantial Completion: <u>210 Days</u> Ready for Final Payment: <u>240 Days</u> days or dates
[Increase] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ <u>722,249.54</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>133 days</u> Ready for Final Payment: <u>133</u> days
	days
Contract Price prior to this Change Order: \$ <u>3,818,754.70</u>	Contract Times prior to this Change Order: Substantial Completion: <u>343 Days</u> Ready for Final Payment: <u>373 Days</u> days or dates
[Increase] of this Change Order: \$ <u>0.00</u>	[Increase] of this Change Order: Substantial Completion: <u>310 Days</u> Ready for Final Payment: <u>310 Days</u> days or dates
	days or dates
Contract Price incorporating this Change Order: \$ <u>3,818,754.70</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>653 Days July 19, 2023</u> Ready for Final Payment: <u>683 Days August 18, 2023</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:	By:	By:		By:	
Engineer	Owner			Contractor	
Title: President	Title: Mayor			Title	
Date: 01/03/23	Date: 01/03/23			Date	

CONTRACT CONDITIONS INCLUDED WITH CHANGE ORDER #4

1. By execution of Change Order #4, Owner, City of Durant ("City") agree to:
 - a) Rescind termination of Contract and reinstate Contract as executed except for items listed herein
 - b) Increase Contract Time to substantial / final completion by 270 days
 - (i) Substantial Completion 07/19/2023
 - (ii) Final Completion 08/18/2023
 - c) Adjust any milestone dates subject to adjustment for weather days and other delays requested and approved by the City.
 - d) Waive liquidated damages accrued to date
 - e) Pay actual remobilization costs of subcontractors W. Brown Enterprises, Inc., and Action Safety Supply Co. Costs will include detailed invoicing of equipment, employees, mileage, and other costs actually incurred and associated with remobilization only. Remobilization costs not to exceed \$60,000.00 combined. Agreed remobilization costs shall be divided into four equal installments and shall be paid to Contractor contingent upon the milestone completion deadlines set forth herein below. For each milestone deadline successfully completed, the City will distribute an installment of the agreed remobilization costs. Failure by Contractor to successfully complete work contemplated by any milestone deadline will result in the forfeiture of all unpaid remobilization installments and retention of installments by the City.
2. By execution of Change Order #4, Contractor, Schiralli Construction Corp. ("Contractor") agree to:
 - a) Mobilize and continue the project in accordance with original Contract except for items listed herein
 - b) Provide the increased costs, which are as follows: Schiralli's increased costs are \$103,973.45 (i.e., concrete, labor, extended traffic control, etc.); and, Midstate Traffic Control's costs are \$45,822. City agrees to pay actual increased costs incurred by Contractor up to the amount set forth herein and supported by sufficient evidence to document increased costs. With respect to the increased costs specifically related to Schiralli, Schiralli is willing to have these costs paid by installments over several pay applications.
 - c) Provide a revised pay application for materials on site. Please see Pay Application No. 6, reflecting the amounts for on site materials for W. Brown and Midstate Traffic Control.
 - d) Contractor and Wall Engineering to consult and agree on an action plan for compaction of the portion of the project between Gates Avenue and University Place.
 - e) Provide an overall staffing plan for the project by January 16, 2023, and additional weekly staffing plans for each week's planned work. Schiralli's key staffing will include the following individuals:
 - i. JT Talamendez – Superintendent
 - ii. Austin Schiralli – Project Manager
 - iii. Kasey Kuykendall – Grading Superintendent
 - iv. Ron Brawdy – Concrete Superintendent
 - f) Provide a comprehensive traffic control plan through Action Safety corresponding with project schedule updated weekly to reflect any modifications.

- g) Meet weekly with the City and/or its designee and provide updates as to work completed and work planned for the upcoming week.
- h) Complete the project for the funds remaining in the existing contract except as specifically set forth herein.
- i) Midstate Traffic Control has been engaged to install the traffic signal at University Boulevard and Radio Road. The timing of the installation and the availability of the subcontractor to perform the installation will be in accordance with dates outlined in the revised and approved project schedule.
- j) Meet the following milestone completion deadlines consistent with the schedule provided to the City by Contractor:
 - i) Gates to University Place 02/25/2023
 - ii) University Place to Radio Road 04/14/2023
 - iii) Radio Road to Westside, West Bound 06/07/2023
 - iv) Radio Road to Westside, East Bound 07/17/2023
- k) Pay Liquidated damages for failure to meet milestone deadlines outlined here in the amount of Two Thousand Dollars (\$2,000) per day.
- l) Provide a weekly schedule to the City in a format agreed upon by the parties and consistent with the revised project schedule. The schedule should outline anticipated delays, if known, and the course of action to return to the project to stated milestone completion dates.
- m) Contractor will pay its own remobilization costs.