

**CITY OF HIGHLAND, KANSAS
SPECIAL COUNCIL MEETING
CITY HALL
September 6, 2024
11:30 A.M.**

COUNCIL MEMBERS PRESENT: Terry Gibson, Marty Allen, Robert Ellerman, and Tana Snyder

COUNCIL MEMBER ABSENT: Keith Edmonds

CITY EMPLOYEES PRESENT: City Clerk Joann Karn and Water/Wastewater Superintendent Trevor Saunders

GUESTS PRESENT: Brian Kingsley, BG Consultants

PRESIDING: Mayor Charles Batchelder

Mayor Batchelder opened the special meeting at 11:30 a.m.

Brian Kingsley, BG Consultants, explained the procedure and forms necessary for closing out the Highland Street Improvement – Phase 2 project. Forms include, but not limited to, Substantial Completion Certificate, Contractor’s Affidavit, Release of Final Estimate by Surety, Final Change Order, Notice of Acceptability of Work, and Final Pay Application.

Marty Allen moved and Robert Ellerman seconded a motion approving Change Order No. 1-Final, decreasing the amount to \$936,661.15 on the Highland Street Improvement-Phase 2 project, contingent upon the contractor’s signature. Motion carried 4-0

Terry Gibson moved and Robert Ellerman seconded a motion to approve the final pay request, Application No. 2, without retainage, on the street improvement-phase 2 project, totaling \$366,463.14, contingent upon the contractor’s signature.. Motion carried 4-0

Tana Snyder moved and Marty Allen seconded a motion to approve Western Consultants’ final invoice for the street improvement project in the amount of \$4,649.00. Motion carried 4-0

Marty Allen moved and Terry Gibson seconded a motion authorizing the mayor to sign additional required forms to finalize the Highland Street Improvement Project by final date, September 14, 2024. Motion carried 4-0

Brian Kingsley, BG Consultants, provided information on the 2024 Sanitary Sewer Evaluation Study which was used in the Kansas Water Office Grant Application totaling \$668,691.00.

Terry Gibson moved and Tana Snyder seconded a motion to adjourn at 12:05 p.m. Motion carried 4-0

Mayor

City Clerk

**SPECIAL MEETING
AGENDA
CITY OF HIGHLAND
220 W. Main Street
Highland, Kansas 66035
September 6, 2024
11:30 a.m.**

- I. Call to Order**
- II. Discussion/Action**
 - 1. Highland Street Improvement-Phase 2 project**
 - 2. Kansas Water Office grant**
- III. Adjournment**

**City of Highland
220 West Main Street
Highland, Kansas 66035**


Request for Special Council Meeting:

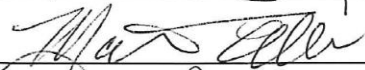
Date: September 6, 2024


To: Charles Batchelder, Mayor of Highland, KS

We, the undersigned, council persons of the City of Highland, Kansas hereby respectfully request you to call a special meeting of the Council for the subject and purpose of: discussion and/or approval of documents related to the close-out of the Highland Street Improvement-Phase 2 project and discussion and/or approval of Kansas Water Office grant application.

Signed:



Tana Snyder


Matt Eller


Robert Ellerman

Highland City Council

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Highland, Kansas Owner's Project No.: 22-1178L
Engineer: BG Consultants, Inc. Engineer's Project No.: 22-1178L
Contractor: Herzog Contracting Corp. Contractor's Project No.:
Project: CDBG Street System Improvements – Phase 2
Contract Name: CDBG Street System Improvements – Phase 2

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

This Substantial Completion Applies to the Entire Project

Date of Substantial Completion: **June 6, 2024**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:


Amendments to Owner's Responsibilities: None As follows:
N/A

Amendments to Contractor's Responsibilities: None As follows:
N/A

The following documents are attached to and made a part of this Certificate:
N/A

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature):  _____
Name (printed): Brian P. Kingsley, PE _____
Title: Project Engineer _____

CONTRACTOR'S AFFIDAVIT

Engineer's Project No. 22-1178L

Project: CDBG Street System Improvements – Phase 2

To: City of Highland, Kansas (Owner)

The Contractor, represented by the undersigned, hereby declares that all indebtedness, whether incurred by me as Principal Contractor, or by a Subcontractor or otherwise, for supplies, materials, or labor furnished, used, or consumed in connection with or in or about the construction of the above mentioned Project, including gasoline, lubricating oils, fuel oils, greases, and other items used or consumed in furtherance of the said improvement have been paid in full, and I further declare that the Owner has been paid in full for all loss, cost damage or expense which it has been held responsible for by reason of any negligence, defective condition, default, failure or miscarriage in the performance of said Contract, either by me as Principal Contractor, or by a Subcontractor, or otherwise.

Dated this _____ day of _____, 20____.

Herzog Contracting Corp.
Contractor

By

Title

State of Kansas)ss.
County of _____)

On this _____ day of _____, 20____, before me personally appeared _____, known by me to represent the Contractor on the above Project, and being duly sworn stated that the above statement is true and correct.

Notary Public

My Commission Expires _____, 20____.

RELEASE OF FINAL ESTIMATE BY SURETY

CONTRACTOR (Name and Address):

Herzog Contracting Corp.
600 South Riverside Rd.
Saint Joseph, MO 64507

OWNER (Name and Address):

City of Highland, Kansas
220 West Main Street
Highland, Kansas 66035

CONTRACT

Date: June 14th, 2023

Amount: \$936,661.15 (Final Contract Price)

Description (Name and Location): CDBG Street System Improvements – Phase 2, Highland, KS

In compliance with the General Conditions of this project, Article 14.07

(Name of Bonding Company)

as surety, hereby releases for payment, the Final Estimate on the above Project. The bonding company shall maintain bonding of the project until _____.

(Seal)

By: _____
Attorney-in-Fact

CHANGE ORDER NO.: 1-FINAL

Owner:	City of Highland, Kansas	Owner's Project No.:	22-1178L
Engineer:	BG Consultants, Inc.	Engineer's Project No.:	22-1178L
Contractor:	Herzog Contracting Corp.	Contractor's Project No.:	
Project:	CDBG Street System Improvements – Phase 2		
Contract Name:	CDBG Street System Improvements – Phase 2		

Date Issued: June 6th, 2024 Effective Date of Change Order: June 6th, 2024


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

Description: **Contract Adjustment for As-built Quantities**

Attachments: **Summary of Plan Quantity Changes**

Change in Contract Times
[State Contract Times as either a specific date or a number of days]

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>937,181.14</u>	Original Contract Times: Substantial Completion: <u>45 working days</u> Ready for final payment: <u>57 working days</u>
[Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>937,181.14</u>	Contract Times prior to this Change Order: Substantial Completion: <u>45 working days</u> Ready for final payment: <u>57 working days</u>
[Decrease] this Change Order: \$ <u>(-) 519.99</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>936, 661.15</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>45 working days</u> Ready for final payment: <u>57 working days</u>

Recommended by Engineer (if required)	Accepted by Contractor
By: <u></u>	_____
Title: <u>Project Engineer</u>	_____
Date: <u>9-4-2024</u>	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

Summary of Plan Quantity Changes

Owner: CITY OF HIGHLAND, KANSAS
 Engineer: BC CONSULTANTS, INC
 Contractor: HERZOG CONTRACTING CORP
 Project: CDBG STREET SYSTEM IMPROVEMENTS - PHASE 2
 Contract: CDBG STREET SYSTEM IMPROVEMENTS - PHASE 2

Owner's Project No.: 22 - 1178L
 Engineer's Project No.: 22 - 1178L
 Contractor's Project No.: 019141

ITEM NO.	DESCRIPTION	C	D	E	F		G		H	I		K	L
					UOM	Unit Price	From Previous Application	This Period		Scheduled Value	From Previous Application		
Original Contract													
1.	Mobilization	1.00	LS	\$20,000.00		0.25	0.75	\$20,000.00	\$5,000.00	\$15,000.00	100%	\$0.00	
2.	Microsurfacing	58,256.00	SY	\$3.92		0.00	58,256.00	\$228,363.52	\$0.00	\$228,363.52	100%	\$0.00	
3.	Microsurfacing (Skim Coat)	12,862.00	SY	\$5.15		0.00	12,862.00	\$66,239.30	\$0.00	\$66,239.30	100%	\$0.00	
4.	2" Milling	13,384.00	SY	\$4.13		14,752.00	0.00	\$55,275.92	\$60,925.76	\$0.00	110%	(\$5,649.84)	
5.	2" HMA - Commercial Grade (Class A)	1,362.00	TN	\$138.00		1,414.83	0.00	\$187,956.00	\$195,246.54	\$0.00	104%	(\$7,290.54)	
6.	3" HMA - Commercial Grade (Class A)	1,903.00	TN	\$143.00		2,085.01	0.00	\$272,129.00	\$298,156.43	\$0.00	110%	(\$26,027.43)	
7.	HMA - Commercial Grade (Class A)(Patching)	156.00	TN	\$275.00		0.00	0.00	\$42,900.00	\$0.00	\$0.00	0%	\$42,900.00	
8.	Traffic Control	1.00	LS	\$17,700.00		0.45	0.55	\$17,700.00	\$7,965.00	\$9,735.00	100%	\$0.00	
BA-1.1.	Pavement Marking (Thermoplastic)(White)(6")	1,326.00	LF	\$2.20		0.00	2,842.00	\$2,917.20	\$0.00	\$6,252.40	214%	(\$3,335.20)	
BA-1.2.	Pavement Marking (Thermoplastic)(White)(12")	782.00	LF	\$11.00		0.00	786.00	\$8,602.00	\$0.00	\$8,646.00	101%	(\$44.00)	
BA-1.3.	Pavement Marking (Thermoplastic)(White)(24")	99.00	LF	\$16.50		0.00	101.00	\$1,633.50	\$0.00	\$1,666.50	102%	(\$33.00)	
BA-1.4.	Pavement Marking (Thermoplastic)(ADA Symbol)	2.00	EA	\$275.00		0.00	2.00	\$550.00	\$0.00	\$550.00	100%	\$0.00	
AA-1.1.	3" HMA - Commercial Grade (Class A)	229.00	TN	\$140.00		229.00	0.00	\$32,060.00	\$32,060.00	\$0.00	100%	\$0.00	
AA-1.2.	2" Milling	111.00	SY	\$7.70		111.00	0.00	\$854.70	\$854.70	\$0.00	100%	\$0.00	
Original Contract Totals										\$937,181.14	\$600,208.43	\$336,452.72	\$519.99

Contractor's Application for Payment

Owner: <u>City of Highland, Kansas</u>	Owner's Project No.: <u>22 - 1178L</u>
Engineer: <u>BG Consultants, Inc.</u>	Engineer's Project No.: <u>22 - 1178L</u>
Contractor: <u>Herzog Contracting Corp.</u>	Contractor's Project No.: <u>019141</u>
Project: <u>CDBC Street System Improvements - Phase 2</u>	
Contract: <u>CDBC Street System Improvements - Phase 2</u>	
Application No.: <u>02</u>	Application Date: <u>07/31/24</u>
Application Period: From <u>07/01/24</u>	to <u>07/31/24</u>

1. Original Contract Price	\$ 937,181.14
2. Net change by Change Orders	\$ 0.00
3. Current Contract Price (Line 1 + Line 2)	\$ 937,181.14
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 936,661.15
5. Retainage	
a. <u>5%</u> X \$ 936,661.15 Work Completed	\$ 46,833.06 +
b. _____ X \$ - Stored Materials	\$ 0.00
c. Total Retainage (Line 5.a + Line 5.b)	\$ 46,833.06
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 889,828.09
7. Less previous payments (Line 6 from prior application)	
8. Amount due this application	\$ 319,630.08 +
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 519.99

366,463.14

Contractor's Certification


The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Herzog Contracting Corp.

Signature:  Date: 8-12-24

<p>Recommended by Engineer</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Approved by Funding Agency</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Approved by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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PROGRESS ESTIMATE - Lump Sum Work

Owner: CITY OF HIGHLAND, KANSAS
 Engineer: BC CONSULTANTS, INC
 Contractor HERZOG CONTRACTING CORP
 Project: CDBG STREET SYSTEM IMPROVEMENTS - PHASE 2
 Contract: CDBG STREET SYSTEM IMPROVEMENTS - PHASE 2

Contractor's Application for Payment

Owner's Project No: 22 - 1178L
 Engineer's Project No.: 22 - 1178L
 Contractor's Project No.: 019141

Application No.: 02 Application Period: From 07/01/24 to 07/31/24

Application Date: 07/31/24

ITEM NO.	DESCRIPTION	C	D	E	F		G		H	I		K	L
					Scheduled Quantity	UOM	Unit Price	QTY COMPLETED		This Period	Scheduled Value		
Original Contract													
1.	Mobilization	1.00	LS	\$20,000.00	0.25	0.75	\$20,000.00	\$5,000.00	\$15,000.00	100%	\$0.00	\$0.00	
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Original Contract Totals										\$937,181.14	\$600,208.43	\$336,452.72	\$519.99