#### 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:

Q

Highland City Council



## **CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner:City of Highland, KansasOwner's Project No.:22-1178LEngineer:BG Consultants, Inc.Engineer's Project No.:22-1178LContractor:Herzog Contracting Corp.Contractor's Project No.:22-1178LProject:CDBG Street System Improvements – Phase 2Contractor's Project No.:22-1178LContract Name:CDBG Street System Improvements – Phase 222-1178L

This 
Preliminary X Final Certificate of Substantial Completion applies to:

X 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: X None 🗆 As follows:

#### N/A

Amendments to Contractor's Responsibilities: X 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.

 By (signature):
 Brian P. Kingsley, PE
 Engineer

 Title:
 Project Engineer

### **CONTRACTOR'S AFFIDAVIT**

Engineer's Project No. 22-1178L

Project: CDBG Street System Improvements – Phase 2

To: <u>City of Highland, Kansas</u> (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 o	of	, 20	
Herzog Contracting	Corp.			
Contractor				
Ву				
Title				
State of Vanage	)25			
State of Kansas County of		)		
On this	day of		. 20	_, before me personally
appeared			_, known by me to r	represent the Contractor
on the above Project	, and being duly	sworn stated	that the above states	ment is true and correct.
		Notary P	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 14<sup>th</sup>, 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	<b>Owner's Project No.:</b>	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 – Ph	ase 2	
Contract Name:	CDBG Street System Improvements - Ph	ase 2	

Date Issued: June 6th, 2024

Effective Date of Change Order: June 6th, 2024

**Change in Contract Times** 

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

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

EJCDC<sup>®</sup> C-941, Change Order EJCDC<sup>®</sup> C-941, Change Order, Rev.1. Copyright<sup>©</sup> 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

Changes
Quantity
of Plan
Summary

c         b         F         d         H         I         J         A           Scheduled Quantity         Ion         Ion         Ion         Ion         Value Application         Value Application         Ion         Value Application         Value Application         Ion         Value Application         Value Appl	Owner: Engineer: Contractor Project: Contract:	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								Engineer's Project No.: Contractor's Project No.:		22 - 1178L 019141
	A		5	a	Е	Ŀ	9	н		-	×	
quanty           Molifization         100         1282.500         SY         \$53.15         0.00         \$50.00	EM NO.	DESCRIPTION		WOT	Unit	QTY COM From Previous	PLETED This Barlod	Scheduled Value	WORK CO From Previous	MPLETED This Period	% of Scheduled Value	Balance to Finish H - (I + J)
Original Contract           Original Contract           Microsurfacing         58,256.00         52,26,00         55,276         5000         65,239.30         56,020         56,239.30         56,020         56,239.30         56,020         56,239.30         56,020         56,239.30         56,020         56,239.30         56,020         56,239.30         56,020         56,239.30         56,020         56,239.30         56,020         56,025.34         50,000         56,020         56,025.34         50,000         56,025         56,020         56,025         56,020         56,025.34         50,000         56,020         56,12			Quantity			Application			in the second du		H/(r+I)	
Microsurfacting Microsurfacting 2         Microsurfacting microsurfacting microsurfacting 2         Microsurfacting mi		Mahiltanian				iginal Contract	0.75	\$20 000 00	\$5 000 00	\$1500000	100%	\$0.00
Microsurfaction         3         5         7         0 <th0< th="">         0         0</th0<>	- 0	Microsurfacing			\$3.92	0.00	58.256.00	\$228,363.52	\$0.00	\$228,363.52	100%	\$0.00
Z Milling         Z Milling         Ta/Ticz 000         S52,215,92         S60,925,76         S0.00           Z' HMA-Commercial Grade (Class A)         1,362.00         TA         1,4752.00         0.00         \$5137,550.00         \$195,246.54         \$50.00           Z' HMA-Commercial Grade (Class A)         1,362.00         TN         \$7138.00         1,414.83         0.00         \$5195,46.54         \$50.00           AfMA-Commercial Grade (Class A)         1,362.00         TN         \$5132.00         2.085.01         \$50.00         \$5195,246.54         \$50.00           HMA-Commercial Grade (Class A)         1,00         LS         \$17,700.00         \$2192,000         \$59,735.00         \$50.00           Traffic Control         1,00         LS         \$17,700.00         \$2490.00         \$7965.00         \$97,355.00           Pavement Marking (Thermoplastic)(White)(6')         1,326.00         LF         \$52.00         \$56.00         \$56.52.40         \$56.00           Pavement Marking (Thermoplastic)(White)(6')         1,326.00         LF         \$51.00         \$56.00         \$56.50.00         \$56.50.00         \$56.50.00         \$56.50.00         \$56.55.40         \$55.52.40         \$56.66.50         \$56.66.50         \$56.66.50         \$56.66.50         \$56.66.50         \$56.66.50 <td>i m</td> <td>Microsurfacing (Skim Coat)</td> <td>_</td> <td>SV</td> <td>\$5.15</td> <td>0.00</td> <td>12,862.00</td> <td>\$66,239.30</td> <td>\$0.00</td> <td>\$66,239.30</td> <td>100%</td> <td>\$0.00</td>	i m	Microsurfacing (Skim Coat)	_	SV	\$5.15	0.00	12,862.00	\$66,239.30	\$0.00	\$66,239.30	100%	\$0.00
Z' HMA-Commercial Grade (Class A)         1,362.00         TN         \$38.00         1,414.83         0.00         \$187,956.00         \$195,246.54         \$0.00           3" HMA - Commercial Grade (Class A)         1,903.00         TN         \$343.00         2,085.01         \$272,129.00         \$298,156.43         \$0.00           HMA - Commercial Grade (Class A)         1,903.00         TN         \$275.00         0.00         \$242,900.00         \$37,956.00         \$9,00           HMA - Commercial Grade (Class A)(Patching)         156.00         L         \$17,700.00         \$7,965.00         \$9,00         \$9,00           Traffic Control         1.326.00         L         \$217,00.00         \$17,700.00         \$7,965.00         \$9,00         \$9,00           Pavement Marking (Thermoplastic)(White)(5")         1326.00         L         \$21,00         \$0.00         \$8,645.00         \$8,645.00         \$8,645.00           Pavement Marking (Thermoplastic)(White)(12")         782.00         0.00         \$2,917.20         \$0.00         \$8,645.00         \$8,645.00           Pavement Marking (Thermoplastic)(White)(12")         782.00         \$8,602.00         \$8,645.00         \$8,645.00         \$8,645.00         \$8,645.00         \$8,645.00         \$8,645.00         \$8,645.00         \$8,645.00         8	4	2" Milling	_	SΥ	\$4.13	14,752.00	0.00	\$55,275.92	\$60,925.76	\$0.00	110%	(\$5,649.84)
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         \$30.00         <	5	2" HMA - Commercial Grade (Class A)	8	NT	\$138.00	1,414.83	0.00	\$187,956.00	\$195,246.54	\$0.00	104%	(\$7,290.54
HMA-Commercial Grade (Class A)(Patching)         156.00         TN         \$275.00         0.00         \$42,900.00         \$550.00         \$550.00 <th< td=""><td>9</td><td>3" HMA - Commercial Grade (Class A)</td><td>8</td><td>TN</td><td>\$143.00</td><td>2,085.01</td><td>0.00</td><td>\$272,129.00</td><td>\$298,156.43</td><td>\$0.00</td><td>110%</td><td>(\$26,027.43</td></th<>	9	3" HMA - Commercial Grade (Class A)	8	TN	\$143.00	2,085.01	0.00	\$272,129.00	\$298,156.43	\$0.00	110%	(\$26,027.43
Traffic Control         1.00         LS         \$17,700.00         \$77,965.00         \$9735.00         \$970.00	1.	HMA - Commercial Grade (Class A)(Patching)	-	TN	\$275.00	0.00	0.00	\$42,900.00	\$0.00	\$0.00	%0	\$42,900.00
Pavement Marking (Thermoplastic)(White)(6")         1,326.00         LF         \$2.20         0.00         2,842.00         \$2.917.20         \$0.00         \$6,522.40         \$           Pavement Marking (Thermoplastic)(White)(12")         782.00         LF         \$11.00         0.000         786.00         \$5,600         \$0.00         \$8,646.00	αi	Traffic Control	$ \rightarrow $		17,700.00	0.45	0.55	\$17,700.00	\$7,965.00	\$9,735.00	100%	\$0.00
Pavement Marking (Thermoplastic)(White)(12")         782.00         LF         \$11.00         786.00         \$8,602.00         \$8,646.00         \$8,640.00         \$8,660.00         \$8,640.00         \$8,600.00         \$8,640.00         \$8,640.00         \$8,640.00         \$8,640.00         \$8,640.00         \$8,640.00         \$8,640.00         \$8,640.00         \$8,640.00         \$8,640.00         \$8,640.00         \$8,640.00         \$8,640.00         \$8,640.00         \$8,640	1 1-V	Pavement Marking (Thermonlastic)(White)(6")	00		\$2.20	0.00	2,842.00	\$2,917.20	\$0.00	\$6,252.40	214%	(\$3,335.20)
Pavement Marking (Thermoplastic)(White)(24 <sup>+</sup> )         99.00         LF         \$16.50         0.00         101.00         \$1,633.50         \$0.00         \$1,666.50           Pavement Marking (Thermoplastic)(ADA Symbol)         2.00         EA         \$275.00         0.00         2.00         \$550.00         \$5550.00         \$	4-1 2	Pavement Marking (Thermonlastic)(White)(12")	8	5	\$11.00	0.00	786.00	\$8,602.00	\$0.00	\$8,646.00	101%	(\$44.00)
Pavement Marking (Thermoplastic) (ADA Symbol)         2.00         E         \$275.00         0.00         \$550.00         \$500.00         \$550.00         \$500.00         <	A-13	Pavement Marking (Thermoplastic)(White)(24")	99.00	5	\$16.50	0.00	101.00	\$1,633.50	\$0.00	\$1,666.50	102%	(\$33.00)
3" HMA - Commercial Grade (Class A)       229,00       TN       \$140,00       229,00       \$140,00       \$32,060,00       \$32,060,00       \$00       \$000<	A-1 4.	Pavement Marking (Thermoplastic)(ADA Symbol)		EA	\$275.00	00.00	2.00	\$550.00	\$0.00	\$550.00	100%	\$0.00
2 milling     111.00     SY     \$7.70     111.00     \$854.70     \$854.70     \$0.00       2 milling     111.00     SY     \$7.70     111.00     Sector     \$0.00	L 1 1	3" HMA - Commercial Grade (Class A)	8	N	\$140.00	229.00	0.00	\$32,060.00	\$32,060.00	\$0.00	100%	\$0.00
	A-1 2.	2" Milling	8	SΥ	\$7.70	111.00	00.00	\$854.70	\$854.70	\$0.00	100%	\$0.00
393/.181.14 3000,200.43		Original Contract Totals			Contra Contra			\$937.181.14	\$600,208.43	\$336,452.72		\$519.99

#### NOTICE OF ACCEPTABILITY OF WORK

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

Notice Date: June 6, 2024 Effective Date of the Construction Contract: June 14, 2023

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated March 9, 2022 ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

- This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
- 2. This Notice reflects and is an expression of the Engineer's professional opinion.
- 3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
- 4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
- 5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
- This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer By (signature):	Partili
Name (printed):	Brian P. Kingsley
Title:	Project Engineer

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Contractor's Ap									-
Owner:	City of Hig	hland,	Kansas			er's Project N		22 - 1178L	
Engineer:	<b>BG Consult</b>	tants,	Inc.		-	neer's Project		22 - 1178L	
Contractor:	Herzog Co					ractor's Proje	ect No.:	019141	
Project:			tem Improve						
Contract:	CDBC Stre	et Sys	tem Improve	ements - P	hase 2				
Application N	No.: 0	2		Applicatio	n Date:	07/31/24		-	
Application P	Period: Fr	om	07/01/24		to	07/31/24		-	
1. Orig	ginal Contrac	t Price					\$	937,181.14	1
	change by C		Orders				\$	0.00	
			(Line 1 + Line	2)			\$	. 937,181.14	
4. Tota	al Work com	pleted	and materials	stored to c	late				
(Sur	m of Column	G Lum	p Sum Total a	nd Column	J Unit P	rice Total)	\$	936,661.15	
5. Reta	ainage								
a.	<b>. 5%</b> >	(\$	936,661.15	Work Com	pleted		\$	46,833.06 +	
b.	>	κ\$	-	Stored Ma	aterials		\$ \$ \$ \$	0.00	12.14
c.	. Total Retain	nage (L	ine 5.a + Line	5.b)			\$	46,833.06	11.46
6. Am	ount eligible	to date	e (Line 4 - Line	e 5.c)			\$	889,828.09	366,463,14
7. Less	s previous pa	ayment	s (Line 6 from	prior appli	cation)				
	ount due thi						\$ \$	319,630.08	r
9. Bala	ance to finish	n, inclu	ding retainage	e (Line 3 - Li	ne 4)		\$	519.99	
prior Applicati (2) Title to all Application for encumbrances liens, security	ons for Payme Work, materia r Payment, wil s (except such interest, or er	ent; Ils and e Il pass to as are o ncumbra	equipment inco o Owner at tim covered by a bo ances); and	rporated in s e of paymen and acceptab	aid Work t free and le to Ow	, or otherwise I clear of all lier ner indemnifyir	listed in or ns, security ng Owner a	e Work covered by covered by this r interests, and gainst any such ments and is not	
Contractor:	Herzog Co	ontrac	ting Corp.						
Signature:	P		N				Date:	8-12-24	
Recommend	led by Engine	eer	J		Approve	d by Owner			1
By:					By:				
Title:					Title:				
Date:					Date:				
Approved by	Funding Ag	ency							
By:		-			By:				
Title:					Title:				
Date:					Date:				

EJCDC C-620 Contractor's Application for Payment (c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

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PROGRES	PROGRESS ESTIMATE - Lump Sum Work				U	Contractor's Application for Payment	for Payment	
Owner: Engineer: Contracto Project: Contract:	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: Engineer's Project No.: Contractor's Project No.:		22 - 1178L 22 - 1178L 019141
Application No.:	on No.: 02 Application Period:	From 07/01/24	4 to 07/31/24	4		Application Date: 07/31/24	/24	
A		v	Q	E	F	9	Н	States Inc. and
			WORK COMPLETED	MPLETED		Work Completed and Materials		
ITEM NO.	DESCRIPTION	Scheduled Value	(D + E) From Previous Application	This Period	Materials Currently Stored (not in D or E)	Stored to Date (D + E + F)	% of Scheduled Value	Balance to Finish (C - G)
		(8)	(\$)	(\$)	(\$)	(\$)	(%)	(\$)
		The second s	<b>Original Contract</b>			State - Alexandre State - and	THE REAL PROPERTY OF	and the second s
1.	Mobilization	\$20,000.00	\$5,000.00	\$15,000.00	\$0.00	\$20,000.00	100%	\$0.00
2.	Microsurfacing	\$228,363.52	\$0.00	\$228,363.52	\$0.00	\$228,363.52	100%	\$0.00
e.	Microsurfacing (Skim Coat)	\$66,239.30		\$66,239.30	\$0.00	\$66,239.30	100%	\$0.00
4.	2" Milling	\$55,275.92	\$60,925.76	\$0.00	\$0.00	\$60,925.76	110%	(\$5,649.84)
5.	2" HMA - Commercial Grade (Class A)	\$187,956.00	\$195,246.54	\$0.00	\$0.00	\$195,246.54	104%	(\$7,290.54)
6.	3" HMA - Commercial Grade (Class A)	\$272,129.00	\$298,156.43	\$0.00	\$0.00	\$298,156.43	110%	(\$26,027.43)
7.	HMA - Commercial Grade (Class A)(Patching)	\$42,900.00	\$0.00	\$0.00	\$0.00	\$0.00	%0	\$42,900.00
80	Traffic Control	\$17,700.00	\$7,965.00	\$9,735.00	\$0.00	\$17,700.00	100%	\$0.00
								\$0.00
BA-1 1.	Pavement Marking (Thermoplastic)(White)(4")	\$2,917.20	\$0.00	\$6,252.40	\$0.00	\$6,252.40	214%	(\$3,335.20)
BA-1 2.	Pavement Marking (Thermoplastic)(White)(12")	\$8,602.00	\$0.00	\$8,646.00	\$0.00	\$8,646.00	101%	(\$44.00)
BA-1 3.	Pavement Marking (Thermoplastic)(White)(24")	\$1,633.50	\$0.00	\$1,666.50	\$0.00	\$1,666.50	102%	(\$33.00)
BA-1 4.	Pavement Marking (Thermoplastic)(ADA Symbol)	\$550.00	\$0.00	\$550.00	\$0.00	\$550.00	100%	\$0.00
							South States and States	\$0.00
AA-1 1.	3" HMA - Commercial Grade (Class A)	\$32,060.00	\$32,060.00	\$0.00	\$0.00	\$32,060.00	100%	\$0.00
AA-12.	2" Milling	\$854.70	\$854.70	\$0.00	\$0.00	\$854.70	100%	\$0.00
								4110 00
	Original Contract Totals	\$937,181.14	\$600,208.43	\$336,452.72	\$0.00	\$936,661.15		66.6165

UWNER: UT VOL HIGHLAND, KANSAS Engineer: BC CONSULTANTS, INC Contractor HERZOG CONTRACTING CORP Project: CDBG STREET SYSTEM IMPROVEMENTS - PHASE 2 Contract: CDBG STREET SYSTEM IMPROVEMENTS - PHASE 2	TS - PHASE 2 TS - PHASE 2								Owner's Project No: Engineer's Project No.: Contractor's Project No.:	2	22 - 1178L 22 - 1178L 019141
Application No.: 02 /	Application Period: From	From 07/01/24	4 to	07/31/24					Application Date: 07/31/24	07/31/24	
	and the second statement of the		-	u	L	9	H	A CONTRACTOR OF THE OWNER OF THE	ſ	K	The second second
~				1	QTY COMPLETED	PLETED		WORK CC	WORK COMPLETED	The Party of the P	
ITEM NO. DESCRIPTION		Scheduled Quantity	MON	Unit Price	From Previous Application	This Period	Scheduled Value	From Previous Application	This Period	% of Scheduled Value (I + J) / H (%)	Balance to Finish H - (I + J)
			CO. CO.	ō	Original Contract	South States and State	Concurs Instantion	Reversion Street Street	Sandar Sandara	Strategy ( ) (2000	Contraction of the second
1. Mobilization		1.00	rs \$	\$20,000.00	0.25	0.75	\$20,000.00	\$5,000.00	\$15,000.00	100%	\$0.00
		58,256.00	SΥ	\$3.92	00.0	58,256.00	\$228,363.52	\$0.00	\$228,363.52	100%	\$0.00
3. Microsurfacing (Skim Coat)		12,862.00	SΥ	\$5.15	0.00	12,862.00	\$66,239.30	\$0.00	\$66,239.30	100%	\$0.00
		13,384.00	SΥ	\$4.13	14,752.00	0.00	\$55,275.92	\$60,925.76	\$0.00	110%	(\$5,649.84)
		1.362.00	NT	\$138.00	1,414.83	0.00	\$187,956.00	\$195,246.54	\$0.00	104%	(\$7,290.54)
		1.903.00	TN	\$143.00	2,085.01	0.00	\$272,129.00	\$298,156.43	\$0.00	110%	(\$26,027.43)
	tchina)	156.00	TN	\$275.00	00.00	0.00	\$42,900.00	\$0.00	\$0.00	%0	\$42,900.00
		1.00		\$17,700.00	0.45	0.55	\$17,700.00	\$7,965.00	\$9,735.00	100%	\$0.00
							40.000	40.00		140	(40.005.00)
	hite)(6")	1,326.00	5	\$2.20	0.00	2,842.00	82,917.20	\$0.00		214%	20)
BA-1 2. Pavement Marking (Thermoplastic)(White)(12"	hite)(12")	782.00	5	\$11.00	0.00	786.00	\$8,602.00	\$0.00	\$8,646.00	101%	
BA-1 3. Pavement Marking (Thermoplastic)(White)(24")	hite)(24")	99.00	Ŀ	\$16.50	0.00	101.00	\$1,633.50	\$0.00		102%	(\$33.00)
BA-1 4. Pavement Marking (Thermoplastic)(ADA Symbol)	DA Symbol)	2.00	EA	\$275.00	0.00	2.00	\$550.00	\$0.00	\$550.00	100%	\$0.00
		00000	I.	Q1 40 00	00 000	000	632 DED OD	\$32 060 00	\$0.00	100%	
AA-1 1. 3" HMA - Commercial Grade (Class A)		00.622		0140.00	00.677	0.00	000/000 000	00000000000000000000000000000000000000	\$0.00	100%	\$0.00
AA-1 2. 2" Milling		00.111	۶۲	\$1.10	00.111	0.00	U/.400¢	00747.10	00.00	8001	00.00
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									A Martin Martine Party	Section and and	States of the second
Origir	<b>Original Contract Totals</b>						\$937,181.14	\$600,208.43	\$336,452.72		\$519.99

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