September 25, 2012
ITEM # I-1

To: **Mayor and Commissioners**

From: **Scott Massman, Superintendent of Engineering**

Subject: **FIRST & CENTRAL INTERSECTION-FINAL CHANGE ORDER NO. 2, FINAL PAY ESTIMATE.**

Recommendation: Award pay estimate No. 2 and final change order for First & Central Street Intersection improvements, as stipulated by plans prepared by Allgeier Martin & Associates entitled "1st AND CENTRAL INTERSECTION IMPROVEMENT " dated May 2012 to Muller Construction, Inc.

Discussion: The City of Coffeyville awarded Muller Construction Company, Inc a contract for the construction of the intersection of First and Central. The contract called for a new concrete intersection. Muller completed the project a few weeks ago. The intersection was built to the specifications as planned and the engineer and city staff have accepted the construction of the intersection. The total contract amount as bid was $121,255.00.

During construction it was noted that the sub-base material was very suitable material, therefore a deduction in the rock placement has been noted in the final change order amounts. The amount of deduct for the rock is $3,080.00. Also during construction a water leak in one of the City's mains caused the need to expand the excavation in order to access the problem. The amount for the additional concrete was $450.00. These two items yield a total deduction in the project of $2,630.00.

The change in contract reflects a total project cost of $118,625.00. A copy of the proposed change order as prepared by Allgeier Martin & Associates accompanies this report.

Staff recommends approval of a final payment for this project, to Muller Construction, Inc., for the lump sum project total of $118,625.00.

RESOLUTION NO. R-12-91

A RESOLUTION TO AUTHORIZE AWARD OF FINAL CHANGE ORDER NO. 2, TO MULLER CONSTRUCTION, INC., IN THE ADJUSTED TOTAL AMOUNT OF CONTRACT OF $118,625.00, FOR IMPROVEMENTS AS BUILT FOR THE INTERSECTION OF FIRST AND CENTRAL STREETS, AS STIPULATED ON PLANS PREPARED BY ALLGEIER MARTIN & ASSOCIATES ENTITLED "1st AND CENTRAL INTERSECTION IMPROVEMENT," DATED MAY 2012.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and the City Clerk are hereby authorized to approve final change order No. 1 to Muller Construction Inc., in the adjusted lump sum amount of $118,625.00 for intersection improvements stipulated on plans prepared by Allgeier Martin & Associates entitled "1st and Central Intersection Improvement," dated May 2012.

ADOPTED THIS 25th DAY OF SEPTEMBER 2012.

_____
David George, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
www.amce.com

September 7, 2012

City Of Coffeyville
Attn: Scott Massman, Dir. Of Engineering
PO Box 1629
Coffeyville, KS 67337

RE: Coffeyville, KS
1st & Central Street, Intersection &
Drainage Improvements 2012

Gentlemen:

Enclosed find three copies of Certificate of Payment and Pay Request No. 2 (Final) from Muller Construction, Inc. requesting payment in the amount of $64,060.25 for the referenced project.

After your review, please sign and date all three copies. One copy along with payment should then be forwarded to Muller Construction, Inc., one copy retained for the City's files, and the remaining copy returned to this office.

If there are any questions, please advise.

Very truly yours,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Michael Atkinson, P.E.

Enclosures

cc: Muller Construction, Inc.

P. O. Box 2627
Joplin, MO 64803-2627

Main: (417) 680-7200
Fax: (417) 680-7300

7231 East 24th Street
Joplin, MO 64804

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
www.amce.com

CERTIFICATE OF PAYMENT
1st & CENTRAL STREET, INTERSECTION AND DRAINAGE IMPROVEMENTS 2012
COFFEYVILLE, KANSAS

CONTRACTOR: Muller Construction, Inc.
PO Box 1235
Coffeyville, KS 67337

Payment No. 2 - Final
PERIOD FROM: 8/11/12
TO: 9/4/12

Contract Amount	$121,255.00
Change Order No. (See Attached)	(2,630.00)
Current Contract Amount	$118,625.00
Value Completed To Date:	$118,625.00
Material On Hand	0.00
Less Retainage (10%)	0.00
Less Previous Certificates	(54,564.75)
AMOUNT DUE THIS CERTIFICATE	**$64,060.25**
Contract Balance	$0.00

In accordance with the Contract Documents, based upon on-site observations and data submitted by the Contractor, the Engineer certifies to the Owner that, to the best of the Engineer's knowledge and belief, the work on the subject project has been completed, the quality of the work is in accord with the contract specifications and the Contractor is thereby entitled to payment in the AMOUNT CERTIFIED of $64,060.25.

ALLGEIER, MARTIN AND ASSOCIATES, INC.

By Michael Atkinson
Michael Atkinson, P.E.

Date: 9-7-12

CITY OF COFFEYVILLE, KS

By_____
Scott Massman, Dir. Of Engineering

Date:_____

MULLER CONSTRUCTION, INC.

PO BOX 1235, 204 N. CENTRAL
Phone: 620-251-2020
Fax: 620-251-2929

Excavating/Grading/Terracing/Site Preparation
Clearing & Pond Bldg/Dozer Svc./Loading & Hauling

Bill To:

City of Coffeyville
P.O. Box 1629
Coffeyville, KS 67337

Invoice No.: 12385
Invoice Date: 09/04/12
Due Date: Net 30

Contract, PO or Job Site
Coffeyville 1st & Central

Original Contract Amount: $121,255.00

DATE	DESCRIPTION	PERCENT COMPLETE	AMOUNT COMP TO DATE
	Estimate No. 2 - Final		
07/09-08/22/12	Percent complete through 08/22/12:	100%	121,255.00
	Retainage 0%:		0.00
	Sub-total:		121,255.00
	Less previous estimates:		54,564.75
	Total:		66,690.25
	Additional concrete work to replace street and curb from water leak:		450.00
	Deduct for part of AB-3 base not needed: We had estimated 450 ton and used 274 ton. Deduct 176 ton AB-3 @ $17.50/ton:		-3,080.00
	Total due this Final Payment Estimate:		64,060.25

Change Order Amt. = ($2,630.00)

Tax Exempt: #0000031250

Thank you.
We appreciate your business.

UNCONDITIONAL WAIVER AND RELEASE

The undersigned has been paid and has received payment for labor, services, equipment and material furnished to the City of Coffeyville on the City of Coffeyville's Project located at 1st and Central and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers final payment for labor, services, equipment, or materials furnished to the City of Coffeyville to date; extra or items furnished before the release date for which payment has not been received; extra or items furnished after the release date. Rights based upon work performed or items furnished under written changes order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond a rescission, abandonment or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by any progress payment.

Dated: 09/07/12 Company Name: Muller Construction, Inc.

By: Mark Muller

Title: President

State of: Kansas

County of: Montgomery

Before me, the undersigned authority, on this day, personally appeared Mark Muller of Muller Construction, Inc subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purpose and considered therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of September, 2012

Teresa M. Graybill

NOTARY PUBLIC IN AND FOR THE STATE OF KANSAS

My Commission Expires: 12/17/12

NOTICE: THIS DOCUMENT WAVIES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS.

UNCONDITIONAL WAIVER AND RELEASE

The undersigned has been paid and has received payment for labor, services, equipment and material furnished to Muller Construction, Inc. on the City of Coffeyville Project located at 1st and Central and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers final payment for labor, services, equipment, or materials furnished to Muller Construction, Inc. to date; extra or items furnished before the release date for which payment has not been received; extra or items furnished after the release date. Rights based upon work performed or items furnished under written changes order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond a rescission, abandonment or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material was not compensated by any progress payment.

Dated: 09/07/12

Company Name: Hayes Construction

By: [illegible]

Title: OWNER

State of: Kansas

County of: Montgomery

Before me, the undersigned authority, on this day, personally appeared Brian Hayes of Hayes Construction subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purpose and considered therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of September, 2012.

Teresa M. Graybill

NOTARY PUBLIC IN AND FOR THE STATE OF KANSAS

TERESA M. GRAYBILL
Notary Public - State of Kansas
My Appt. Expires

My Commission Expires: 12/17/12

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