



**CITY OF BELTON
CITY COUNCIL
SPECIAL MEETING AND WORK SESSION
TUESDAY, APRIL 21, 2015 – 7:00 p.m.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL WORK SESSION TO ORDER

- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. REPORT ON THE OPPORTUNITY TO REFINANCE THE CURRENTLY OUTSTANDING BELTON TOWN CENTRE TIF BONDS.

Sheila Ernzen will report along with Todd Goffoy of Piper Jaffrey

 - B. REVIEW OF STREET PRESERVATION PROGRAM AND 2015 STREET PRESERVATION CONTRACT/OVERLAY.

Supporting Documents are attached

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 - C. DISCUSSION OF FUTURE RFP PROCESS REGARDING CITY WIDE TRASH HAULING CONTRACT.

 - D. DISCUSSION OF RECYCLING ISSUES.

Requested by Councilman Von Behren

 - E. REVIEW OF MARCH 2015 FINANCIAL REPORT.

 - F. OTHER BUSINESS

- III. ADJOURN

SECTION II

B



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 21, 2015

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input checked="" type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

A quality transportation system (streets, bridges, curbs and sidewalks) is important to a safe and vibrant community, and the City of Belton has been very eager to develop strategies to improve in this area. Staff has been working diligently to assess the system, document the work, and describe the needs so effective strategies can be implemented.

Staff has managed the declining revenues by keeping employee costs stable and implementing many other cost-effective measures to reduce some expenditures so that as much actual on the ground work as possible may be performed each year. The City’s Transportation System continues to deteriorate at a rate that is impossible to overcome without new funding ideas and new ideas to the approach on maintenance.

Staff will present information on this year’s Street Preservation Program and show how our technology is being used to make informed decisions.

In addition, staff will present the results of the sealed bids and QAP scores received on April 9, 2015 for the 2015 Street Preservation Contract/Overlay.

PROPOSED CITY COUNCIL MOTION:

Approve the contract with Superior Bowen Asphalt Company that will be presented at the April 28, 2015. Both reads will be requested.

BACKGROUND:

Over the past year staff has presented information for street preservation maintenance activities that included several action items.

1. Spend preservation funding every other year. This maximizes the dollars spent.
2. Focus available resources on maintaining streets meeting current condition standards so they do not fall into the poor/failed range.
3. Provide crews with equipment that is efficient and cost effective.
4. Utilize technology to manage infrastructure and material usage.
5. Development of citizen Cost-Share Program
6. Partner with neighboring cities in developing maintenance contracts that maximize dollars.

This year's Street Preservation Program allocates carryover funding from FY2015 and this year's funding for overlay, chip sealing, and curb repair in the amount of \$725,000.

- Overlay: \$225,000
 - Mullen Road 58-new section of Markey Pkwy (completed)
 - Towne Center Drive 58 to new section (completed)
 - Bel-Ray Place
 - Cunningham Parkway approx. 1500' south of 58
- Chip Sealing: \$350,000
 - See map
- Curb Repair: \$150,000
 - Approximately 5000'

Staff is working to bid all of these projects in the next couple of months; however, the overlay contract has been completed with sealed bids received. Staff worked with the neighboring cities to develop this year's Street Preservation Overlay contract. Five contractors attended the mandatory pre-bid meeting with two of those contractors submitting bids with results attached. Staff recommends approval of the unit rate price contract with Superior Bowen Asphalt Company

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Superior Bowen Asphalt Company, LLC	
Amount of Request/Contract:	\$	Not to exceed budgeted funds
Amount Budgeted:	\$	575,000
Funding Source:	Transportation Capital Outlay 225-0000-495-7300	
Additional Funds:	\$	
Funding Source:		
Encumbered:	\$	
Funds Remaining:	\$	

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends approval of the unit rate price contract with Superior Bowen Asphalt Company at the April 28, 2015 regular meeting. Both reads will be requested.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Superior Bowen Construction Agreement
- Superior Bowen Unit Prices
- Bid Tab
- QAP scores

BILL NO. 2015-

ORDINANCE NO. 2015-

AN ORDINANCE APPROVING THE CONTRACT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR THE 2015 STREET PRESERVATION PROJECT/OVERLAY IN A NOT TO EXCEED AMOUNT OF BUDGETED FUNDS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AS FOLLOWS:

Section 1. That an Agreement with Superior Bowen Asphalt Company, LLC for the 2015 Street Preservation Project/Overlay is hereby approved on behalf of the City.

Section 2. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this ____ day of April, 2015.

Mayor Jeff Davis

Approved this ____ day of April, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON)SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of April, 2015, and thereafter adopted as Ordinance No. 2015-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 28th day of April, 2015, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEN:
NOES: 0	COUNCILMEN:
ABSENT: 0	COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



AGREEMENT

Contract Number 225-2015-1

Project Title 2015 Street Preservation Project / Overlay

THIS CONTRACT is made and entered into between Superior Bowen Asphalt Company, LLC, (CONTRACTOR) as principal, and Travelers Casualty and Surety Company of America, (SURETY) and BELTON, MISSOURI, a Charter City in the State of Missouri, (OWNER).

OWNER, CONTRACTOR and SURETY, for and in consideration of mutual covenants hereinafter set forth, agree and bind themselves and their respective heirs, executors, administrators, successors and assigns as follows:

Sec. 1. CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents. CONTRACTOR shall furnish and pay for the Work, all materials, labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work.

Sec. 2. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the total of Bid Items 1-6 (the Contract Price):

For all Unit Price Work (Section A), an amount equal to the sum of the established unit price for each separately identified item and for each participating agency of Unit Price Work multiplied by the quantity of that item that will be paid by each participating entity. The Unit Prices Bid form included in the Bid, a copy of which is attached, shall apply unless otherwise stated below. All sales and/or services will be made on purchase orders, with separate task agreements, issued by individual Participating Agencies.

For all Unit Price Work (Section B) as attached, amounts will be applied to additional work not specified in section A and will be agreed upon between the OWNER and CONTRACTOR by use of a task agreement.

Sec. 3. The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, and its SURETY, are identified in the General Conditions.

Sec. 4. CONTRACTOR agrees to begin the Work promptly upon the date stated in the "Notice to Proceed" and to complete the Work within the times specified in the Contract Documents, unless further time is granted by OWNER.

Sec. 5. CONTRACTOR agrees and guarantees that the Work herein mentioned shall be constructed without further compensation than that provided for in the Contract Documents. The acceptance of the Work done hereunder and payment therefore shall not be held to prevent the maintenance of an action on CONTRACTOR's bonds for failure to construct said Work in accordance with the Contract Documents.

Sec. 6. Retainage under this Contract, if any, shall be specified in the Contract Documents.

Sec. 7. CONTRACTOR agrees and guarantees to make good, at its own expense and in accordance with the instructions of OWNER, any and all faulty or defective material or workmanship which may appear in the Work in accordance with and during the period stated by the Contract Documents.

Sec. 8. SURETY guarantees that CONTRACTOR will well and truly perform the covenants contained in the Contract Documents, and will pay for the Work and all materials, labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work, and for all materials used herein, and if the cost of the Work including the cost of performing and furnishing labor, or of furnishing or incorporating equipment and materials is not paid in full by CONTRACTOR, then SURETY hereby agrees to pay for said Work including labor, use of equipment and materials, or any part thereof which is not paid by CONTRACTOR, within the time stated and in accordance with the conditions provided in SURETY's Payment Bond, which is incorporated herein by reference and this provision shall entitle any and all laborers, truck drivers, teamsters and owners of trucks, teams and wagons who may do Work, and parties who may furnish equipment or materials, on or for the improvement to be made under this Contract, to sue and recover from SURETY the amount due or unpaid to them by CONTRACTOR. SURETY hereby agrees with OWNER that CONTRACTOR shall well and faithfully perform each and all the terms and agreements in the Contract Documents to be done, kept and performed by CONTRACTOR, but SURETY shall not be liable on this guarantee on account of the materials and equipment used and labor done upon said Work beyond the sum of the Contract Price.

Sec. 9. SURETY agrees that no change, extension of time, alteration or additions to the terms of the Contract Documents or to the Work to be performed thereunder shall in any way affect SURETY's obligations on this Contract and Bond, and SURETY does hereby waive notice to any such change, extension of time, alterations or additions to the Contract Documents or to the Work.

Sec. 10. This Contract is entered into by OWNER subject to authorization by the City Council and shall not be binding until so authorized, and is subject to the Federal and State Laws and the provisions of the Belton City Code and Ordinances in general that may affect same.

Sec. 11. All of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

IN WITNESS WHEREOF, CONTRACTOR, SURETY and OWNER's authorized representative have hereunto set their hands and seals respectively, in execution of this Contract.

CONTRACTOR

Name, address, e-mail address and facsimile number of CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of CONTRACTOR.

By: _____
Title: _____
Date: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

I hereby certify that I have authority to execute this document on behalf of Surety.

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)

BELTON, MISSOURI

Address and facsimile number of City department
Public Works Department

City Hall, 520 Main Street, Belton, Missouri 64012
Fax: (816) 322-6973

By: Jeff Davis
Title: Mayor
Date: _____

Approved as to form and legality:

City Attorney (Date)

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance (Date)

UNIT PRICES from Superior Bowen Asphalt

Project Number 225-2015-1
Project 2015 Street Preservation Project / Overlay

- Notes:
1. In the event of discrepancy, unit price shall govern
 2. The City reserves the right to award or omit all or any bid alternate to the contractor.
 - * 3. Pleasant Hill streets have not been selected, however, the entire projected quantity is within a 2-mile radius within the City limits of Pleasant Hill

Section A			Individual City Quantities				Total Qty	Unit Price	Bid Evaluation Extension
Item #	Unit	Item Description	City of Belton	City of Raymore	City of Pleasant Hill	City of Peculiar			
1	SY	Edge Milling, (0"-2")- Contractor retain millings	1260	17700			18960	\$1.50	\$28,440.00
2	SY	Full Width Milling (0"-2") - Contractor retain millings	5628	4250			9878	\$1.65	\$16,298.70
3	SY	Edge Milling, (0"-2") - City retain millings				3915	3915	\$3.00	\$11,745.00
4	SY	Full Width Milling (0"-2") - City retain millings			50000		50000	\$1.50	\$75,000.00
5	SY	Virgin Surface Asphalt, APWA Type 3-01, Compacted 2" average depth	8500	39650	50000	34751	132901	\$6.20	\$823,986.20
6	SY	Base repair, Recycled Asphalt Base, APWA Type 1-01, Compacted minimum 8" depth		1200	500	765	2465	\$42.00	\$103,530.00
			\$63,876.20	\$329,792.50	\$406,000.00	\$259,331.20	Unit Price Total		\$1,058,999.90

UNIT RATE PRICING: Section B

Item #		Description	Unit	Qty		Unit Price
7	a	Edge Milling (0"-2")- Contractor retain millings	SY	1-500		\$15.00
	b	Edge Milling (0"-2")- Contractor retain millings	SY	501-1500		\$7.50
	c	Edge Milling (0"-2")- Contractor retain millings	SY	1501-3000		\$3.75
	d	Edge Milling (0"-2")- Contractor retain millings	SY	3001 and over		\$2.00
8	a	Full Width Milling (0"-2")- Contractor retain millings	SY	1-500		\$20.00
	b	Full Width Milling (0"-2")- Contractor retain millings	SY	501-1500		\$10.00
	c	Full Width Milling (0"-2")- Contractor retain millings	SY	1501-3000		\$5.00
	d	Full Width Milling (0"-2")- Contractor retain millings	SY	3001 and over		\$2.50
9	a	Base Repair, Recycled Asphalt Base, APWA, Type 1-01 / 8" Depth	SY	1-500		\$70.00
	b	Base Repair, Recycled Asphalt Base, APWA, Type 1-01 / 8" Depth	SY	501-1500		\$60.00
	c	Base Repair, Recycled Asphalt Base, APWA, Type 1-01 / 8" Depth	SY	1501-3000		\$55.00
	d	Base Repair, Recycled Asphalt Base, APWA, Type 1-01 / 8" Depth	SY	3001 and over		\$50.00
10	a	Recycled Asphalt Base, APWA, Type 1-01 / 4" depth	SY	1-250		\$45.00
	b	Recycled Asphalt Base, APWA, Type 1-01 / 4" depth	SY	251-500		\$40.00
	c	Recycled Asphalt Base, APWA, Type 1-01 / 4" depth	SY	501-750		\$35.00
	d	Recycled Asphalt Base, APWA, Type 1-01 / 4" depth	SY	751 - 1000		\$30.00
	e	Recycled Asphalt Base, APWA, Type 1-01 / 4" depth	SY	1001 and over		\$25.00

11	a	Virgin surface asphalt, APWA, Type 1-01 3-01 2" Depth	SY	1-250		\$30.00
	b	Virgin surface asphalt, APWA, Type 1-01 3-01 2" Depth	SY	251-500		\$25.00
	c	Virgin surface asphalt, APWA, Type 1-01 3-01 2" Depth	SY	501-750		\$20.00
	d	Virgin surface asphalt, APWA, Type 1-01 3-01 2" Depth	SY	751 - 1000		\$15.00
	e	Virgin surface asphalt, APWA, Type 1-01 3-01 2" Depth	SY	1001 and over		\$10.00
12	a	Recycled Surface asphalt, APWA, Type 1-01 RC 3-01 / 2" Depth	SY	1-250		\$29.50
	b	Recycled Surface asphalt, APWA, Type 1-01 RC 3-01 / 2" Depth	SY	251-500		\$24.50
	c	Recycled Surface asphalt, APWA, Type 1-01 RC 3-01 / 2" Depth	SY	501-750		\$19.50
	d	Recycled Surface asphalt, APWA, Type 1-01 RC 3-01 / 2" Depth	SY	751 - 1000		\$14.50
	e	Recycled Surface asphalt, APWA, Type 1-01 RC 3-01 / 2" Depth	SY	1001 and over		\$9.50
13	a	Subgrade Repair	SY	1-500		\$40.00
	b	Subgrade Repair	SY	501-1500		\$35.00
	c	Subgrade Repair	SY	1501-3000		\$30.00
	d	Subgrade Repair	SY	3001 and over		\$25.00

Bid Tab - 2015 Street Preservation Project / Overlay

	Total Quantity	J.M. Fahey		Superior Bowen	
		Unit Price	Bid Evaluation Extension	Unit Price	Bid Evaluation Extension
Item #1 - Edge Milling - Contractor Retains Millings	18960	\$1.60	\$30,336.00	\$1.50	\$28,440.00
Item #2 - Full Width Milling - Contractor Retains Millings	9878	\$1.80	\$17,780.40	\$1.65	\$16,298.70
Item #3 - Edge Milling - City Retains Millings	3915	\$2.50	\$9,787.50	\$3.00	\$11,745.00
Item #4 - Full Width Milling - City Retains Millings	50000	\$1.85	\$92,500.00	\$1.50	\$75,000.00
Item #5 - Virgin Surface Asphalt	132901	\$8.10	\$1,076,498.10	\$6.20	\$823,986.20
Item #6 - Base Repair, Recycled Asphalt Base	2465	\$70.00	\$172,550.00	\$42.00	\$103,530.00
Total Bid			\$1,399,452.00		\$1,058,999.90

QAP Scores

JM Fahey	Superior Bowen
33.25	36.5
50	46.5
41.5	45.5
39	29.25
40.9	39.4

Total Score