CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 18, 2015

ITEM: Motion – Approval of Contract Agreement – Median Limestone Block Repair

FINANCIAL IMPACT: Initial expense of $6,210.00 to be paid with budgeted funds in the following account: Median Maintenance (0100.40.344.3.5415). Future expenses will also come from this account, but will vary depending on repair needs.

BACKGROUND: The Council is asked to approve a contract agreement with Reliable Property Services of Grimes, Iowa for the Median Limestone Block Repair project. Two bids were received with Reliable Property Services submitting the low bid. The contract is for the repair and replacement of damaged or missing decorative limestone blocks in street medians. The contractor will initially replace all blocks that are currently damaged or missing at a cost of $6,210.00. The contractor will also be on-call to handle future block replacement as needed. The City will supply the limestone blocks with the contractor furnishing all labor, equipment, and products needed to complete the work.

Reliable Property Services is currently the contractor for the City's landscape maintenance contract and is very familiar with the street medians.

A copy of the bid tabulation is attached for your information.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the Contract Agreement.

Lead Staff Member: Sally Ortgies

STAFF REVIEWS

Department Director	for Gary Scott
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	April 24, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES
MEDIAN LIMESTONE BLOCK REPAIR CONTRACT
BID TABULATION
4/15/2015

*unit total based on repairs needed to fix all currently damaged limestone feature pads				RELIABLE PROPERTY SERVICES (GRIMES, IA)		IOWA OUTDOOR PRODUCTS (URBANDALE, IA)	
ITEM #	**ITEM**	**UNIT**	***TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
	Misc. Items						
1	Cleanup of damaged limestone block (per piece)	EA	4	$ 90.00	$ 360.00	$ 75.00	$ 300.00
2	Reset existing limestone (per piece)	EA	26	$ 90.00	$ 2,340.00	$ 162.00	$ 4,212.00
3	Anchor end block (per piece)	EA	0	$ 70.00	$ -	$ 124.00	$ -
4	2' L x 1' W Limestone Piece (installation only)						
	a. 6" height	EA	3	$ 90.00	$ 270.00	$ 320.00	$ 960.00
	b. 8" height	EA	2	$ 90.00	$ 180.00	$ 323.00	$ 646.00
	c. 10" height	EA	2	$ 90.00	$ 180.00	$ 326.00	$ 652.00
5	3' L x 1' W Limestone Piece (installation only)						
	a. 6" height	EA	0	$ 120.00	$ -	$ 329.00	$ -
	b. 8" height	EA	0	$ 120.00	$ -	$ 334.00	$ -
	c. 10" height	EA	0	$ 120.00	$ -	$ 340.00	$ -
6	4' L x 1' W Limestone Piece (installation only)						
	a. 6" height	EA	10	$ 120.00	$ 1,200.00	$ 337.00	$ 3,370.00
	b. 8" height	EA	7	$ 120.00	$ 840.00	$ 346.00	$ 2,422.00
	c. 10" height	EA	7	$ 120.00	$ 840.00	$ 404.00	$ 2,828.00
7	5' L x 1' W Limestone Piece (installation only)						
	a. 6" height	EA	0	$ 120.00	$ -	$ 349.00	$ -
	b. 8" height	EA	0	$ 120.00	$ -	$ 443.00	$ -
	c. 10" height	EA	0	$ 120.00	$ -	$ 487.00	$ -
8	2' L x 3' W Limestone Piece (installation only)						
	a. 9" height	EA	0	$ 120.00	$ -	$ 497.00	$ -
				TOTAL	**$ 6,210.00**	**TOTAL**	**$ 15,390.00**

ITEM #	**ADDITIONAL BID ITEMS**	**UNIT**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
9	Power Washing Feature Pads	EA	-	$ 70.00	-	$ 345.00	-
10	Additional Limestone Block Sealing	SF	-	$ 1.25	-	$ 2.85	-
11	Colored Concrete Pad Sealing	SF	-	$ 0.75	-	$ 3.52	-
12	Concrete Paver Pad Sealing	SF	-	$ 0.60	-	$ 3.86	-

CITY OF WEST DES MOINES
4200 Mills Civic Parkway
PO Box 65320
West Des Moines, Iowa 50265-0320

CONTRACT NO. __-__
BUDGET CODE 0100.40.344.3.5415

DATE: 5/12/15

CONTRACT AGREEMENT

Contractor Reliable Property Services 1850 Destination Drive Suite A Grimes, IA 50111	Department Department of Parks & Recreation P.O. Box 65320 West Des Moines, Iowa 50265
Contract Period – Effective: May 18, 2015 Annual Cost: Services As Needed	Terminates: December 31, 2016 Payable: 30 Days

DESCRIPTION OF ITEMS CONTRACTED

See Attached

Contractor Reliable Property Services	_____ Approved _____ Not Approved
Authorized Signature	
Company Name (Print) Reliable Property Services	City Manager
Address 1850 Destination Drive Suite A Grimes, IA 50111 515-986-5850	Department Director

WHITE – Department PINK – Finance YELLOW - Vendor

REQUEST FOR BID

MEDIAN LIMESTONE BLOCK REPAIR

CITY OF WEST DES MOINES

The City of West Des Moines, Iowa, solicits interested parties to submit bids for the repair and replacement of decorative limestone blocks in street medians and other associated limestone block maintenance.

Submittals marked "Median Limestone Block Repair" will be received no later than **2:00 p.m. local time** on **Wednesday, April 29, 2015**. Submit signed copy of this Request for Bid and attached Bid Sheet to:

Office of the City Clerk
City of West Des Moines
4200 Mills Civic Parkway, Suite 2B
P.O. Box 65320
West Des Moines, IA 50265

Bid Procedure

Mark outside of envelope with proposal subject, "Median Limestone Block Repair".

Bids received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. The City of West Des Moines reserves the right to award in part or in whole or to reject any or all bids.

Any bid submitted MUST be signed by an individual authorized to bind the bidder. All bids submitted without such signature will be deemed non-responsive, and will not be acceptable. **Both the Request for Bid and Bid Form must be signed**.

If you desire not to quote on this bid, please forward your acknowledgement of NO BID SUBMITTED to the above address.

Questions

Questions regarding the Request can be addressed by contacting the Parks and Recreation Department, Marco Alvarez, Park Planner, (515) 222-3452.

I. Description

A. The intent and purpose of this Request for Bid is to establish a contract for the repair and replacement of damaged or missing decorative limestone blocks in street medians. The Contractor will replace blocks that are currently damaged or missing, as well as, be on-call to handle future block replacement as needed. Maps are attached that show:

1. Median limestone locations and installation details (Attachment A)
2. Current repair locations and quantities (Attachment B)

B. The City will supply the limestone blocks. The Contractor shall furnish all labor, equipment, and products needed for the repair and placement of the blocks supplied by the City and as outlined in this Request for Bid and on the attached bid sheet.

II. Performance Requirements

A. Personnel. The Contractor shall provide the City with the name, address, e-mail address and telephone number(s) for at least two designated contact persons responsible for insuring response to the City's request for services.

B. Notification. The City's contact person shall be notified by e-mail or phone a minimum of 24 hours in advance of any work being performed by the Contractor.

C. Response Time. It is the City's intent to minimize the time that damaged limestone blocks remain on medians. The Contractor will be expected to complete the necessary repairs within 48 hours of receiving notice from the City.

D. Records. The Contractor shall maintain all records of repairs including time/date of work and any other details. This information may be needed for documentation related to insurance claims.

E. Authority/Direction. The Contractor and his designated personnel shall respond to requests made by the City in a positive, courteous and timely manner. The City reserves the right to reject any equipment or personnel from continued or further engagement of services due to incompetence or insubordination or inability of equipment to function properly for the requested services.

F. Damages. The Contractor shall be responsible for any and all damage to public property (including public utilities), private property, or personal injury due to its own or its employees' negligence or intentional or reckless conduct in performing work under this contract.

G. Traffic Control. Due to the nature of the median locations, traffic control and the safety of personnel and motorists is of the utmost importance. All access to medians shall be from street turn lanes, not from through/travel lanes. Equipment shall be entirely within the turn lane and out of the through/travel lane.

If work needs to occur within or equipment needs to be located in a through/travel lane, the Contractor shall follow City of West Des Moines Public Works Department procedures for a lane closure. All traffic control procedures shall

comply with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. All temporary traffic control provisions shall be furnished, erected, maintained and removed by the Contractor. Parking of private vehicles on right-of-way and/or closed streets will not be allowed.

III. Length of Agreement

A. If approved by the West Des Moines City Council, this Agreement shall commence on May 4, 2015, and end on December 31, 2016, inclusive. The City reserves the right as its sole option to renew this contract per the same terms and conditions as set forth in the resulting contract. Any renewal contract shall be signed by the City prior to the expiration of the initial term and any subsequent term. This will require mutual consent by both the City and the Contractor.

B. This Agreement may be terminated for good cause, including failure to perform in accordance with Section II of this Agreement, by the City during the Agreement period, subject to written notice being delivered by certified mail or personal service to the Contractor at the address referenced on the bid form.

IV. Payment

Contractor will be paid on a monthly basis in arrears. Invoices must contain the contract number and detail on services provided. All work being billed shall be referenced on invoices according to the tasks listed on the attached bid sheet. Invoices shall be sent to:

City of West Des Moines
Parks and Recreation Department
P.O. Box 65320
West Des Moines, IA 50265

V. Insurance

A. General

1. The Contractor shall purchase and maintain insurance to protect the Contractor and Owner against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the Owner.

2. All certificates of insurance required herein shall state that thirty (30) days written notice will be given to the Owner before the policy is canceled or changed. All certificates of insurance shall be delivered to the Owner prior to the time that any operations under this Contract are started.

3. All of said Contractor's certificates of insurance shall be written by an insurance company authorized to do business in the State of Iowa.

B. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

3. Claims for damages because of the Contractor's injury, sickness or disease, or death of any person other than the Contractor's employees;

4. Claims for damages insured by usual personal injury liability coverage which are sustained:

   a. By any person as a result of an offense directly related to the employment of such person by the Contractor, or

   b. By the other person;

5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and,

6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

C. Limits of Liability

1. The insurance required by Paragraph VI shall be written on an occurrence form of policy for not less than any limits of liability specified herein, or required by law, whichever is greater:

General Liablity; Independent Contractors Broad Form Property Damage	$500,000 (including contractually, single limit per occurrence)
Personal Injury, Underground Explosion and Collapse	$500,000 (Aggregate hazards)
Automobile Liability (including all owned, non-owned and hired autos) Single Limit	$500,000 Combined Single Limit
Workers Compensation	Statutory Benefits $100,000 Coverage B

Umbrella Liability (applying directly excess of above liability coverage's)	$1,000,000 Combined

D. Contractual Liability Insurance

1. The insurance required by Paragraph VI shall include contractual liability insurance applicable to the Contractor's obligations as follows:

   a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself)including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party of person described in this Paragraph.

   b. In any and all claims against the Owner or any of their agents, officers or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this Subparagraph D shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

E. Contractor's Insurance for other Losses for the consideration in this agreement heretofore stated, in addition to the Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the Contractor, the Contractor's agents, Subcontractors, materials owned or rented by the Contractor, the Contractor's agents, Subcontractors, material suppliers or their employees, tool sheds or other temporary structures, scaffolding and staging, protective fences, bridges and sidewalk hooks. The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft, or any cause whatsoever (except as hereinbefore provided) to the structure on which the work of this Contract, and any modifications, alterations, enlargement thereto, is to be done, and to the following items and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.

F. Notification in Event of Liability or Damage upon the occurrence of any event , the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

VI. Further Information

A. Mandatory Drug and Alcohol Testing Programs. The Contractor certifies that all of their employees who may operate a commercial motor vehicle are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations (Code of Federal Regulations, 49CFR, Part 382 and Part 40).

B. Right-To-Know Statement. The bidder certifies that, in accordance with the "Hazard Communication Rule", 29 CFR 1910.120 (the "Right-To-Know" Law) and the State of Iowa "Hazardous Chemicals Risk Right-to-Know Rule", employees exposed to materials on the worksite will be trained for the materials in use by the successful Contractor as part of the contract. Material Safety Data Sheets (MSDS) for City materials will be supplied to the successful Contractor upon request.

C. ADA Statement. The City does not discriminate on the basis of disability. If you believe you have been discriminated against in any program or facility, you may file a complaint alleging the discrimination with the ADA Coordinator through the City Manager's office. The TDD line for the City of West Des Moines is 222-3334.

D. FLSA Statement.
"We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

VII. Additional Terms

A. Assignment. Neither the Contractor nor City shall assign its rights or obligations under this Agreement without the prior written consent of the other party.

B. Entire Agreement. This Agreement, including any attached schedules and exhibits, constitutes the entire agreement and understanding between the parties hereto and is the final expression of their agreement and no evidence of oral or other written promises shall be binding. This Agreement may not be supplemented, amended, modified, or otherwise altered except by written instrument executed by both of the parties hereto and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify, or alter this Agreement.

C. Waiver. The failure to enforce or to require the performance at any time of any of the provisions of this Agreement herein shall in no way be construed to be a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

Authorized Signature **Date** 4/29/15

MEDIAN LIMESTONE BLOCK REPAIR
BID SHEET

ITEM #	ITEM	ITEM DESCRIPTION	UNIT	UNIT DESCRIPTION	UNIT PRICE
MISC. ITEMS					
1	Cleanup of damaged limestone block	- Removal & disposal of damaged limestone block. - Damaged pieces can be taken to the WDM holding facility located at 525 S11th St for disposal.	EA	per limestone block removed	$ 90
2	Reset existing limestone block	- Reset undamaged limestone blocks back to original position within feature pad. - May include switching cracked end block with undamaged block from middle of set.	EA	per limestone block reset	$ 90
3	Anchoring end block	- Core drill (2) 5/8" holes on each end block and pin using 8" epoxy coated rebar. - Grout top of each hole using a water proof caulk or mortar to match limestone color; refer to detail 4/Sheet 2 for connection detail.	SF	per limestone block anchored	$ 70
INSTALLATION OF LIMESTONE BLOCK block sizes listed below		- Item is for the installation of the limestone block only Limestone block material will be provided by the City and will be located at the City's holding facility at 525 S11th St - Contractor will be responsible for loading and transporting the limestone block from the City's holding facility to the specified median. - Incidental to item is initial sealing of limestone block using the sealant product 'Chem-Crete' PaviX CCC100 or approved equal. - Seal all surfaces prior to installation For each block piece, apply (1) coat of sealant to all surfaces at a rate of 175 sf/gallon. - It is recommended that the block pieces be sealed prior to delivery to the site to minimize time contractor is working on the median. If on-site sealing is unavoidable, protect adjacent concrete areas from overspray using cardboard or other means of protection.			
4	2' Length x 1' Wide				
	a. 6" height		EA	per limestone block	$ 90
	b. 8" height		EA	per limestone block	$ 90
	c. 10" height		EA	per limestone block	$ 90
5	3' Length x 1' Wide				
	a. 6" height		EA	per limestone block	$ 120
	b. 8" height		EA	per limestone block	$ 120
	c. 10" height		EA	per limestone block	$ 120
6	4' Length x 1' Wide				
	a. 6" height		EA	per limestone block	$ 120
	b. 8" height		EA	per limestone block	$ 120
	c. 10" height		EA	per limestone block	$ 120
7	5' Length x 1' Wide				
	a. 6" height		EA	per limestone block	$ 120
	b. 8" height		EA	per limestone block	$ 120
	c. 10" height		EA	per limestone block	$ 120
8	2' Length x 3' Wide				
	a. 9" height		EA	per limestone block	$ 120
ADDITIONAL BID ITEMS					
9	Power Washing Feature Pads	- Includes a thorough cleaning of the limestone blocks and surrounding decorative pad consisting of either colored concrete or brick pavers. - Feature pad is to be cleaned with a mobile power washer to remove dirt, salt, and discoloration. In addition, remove any weeds found growing in adjoining cracks. - Any loose material as a result from the power washing is to be swept and picked up.	EA	per feature pad	$ 70.00
10	Additional Limestone Block Sealing	- Sealing the exposed surfaces of existing limestone blocks located on medians. - Sealant product to be 'Chem-Crete' PaviX CCC100 or approved equal. - Apply (1) coat at an application rate of 175 sf/gal per coat. - Protect adjacent concrete areas from overspray using cardboard or other means of protection on all flat surfaces.	SF	SF of exposed block face sealed	$ 1.25
11	Colored Concrete Pad Sealing	- Sealant to be sprayed (and back-rolled when necessary) onto all exposed surfaces of colored concrete within feature pad. - Sealant product to be 'TK Products' Bright Kure & Seal or approved equal. - Apply (2) coats at an application rate of 400 sf/gallon. Allow 1st coat to dry before 2nd application. - No overspray (or over-rolling) allowed onto adjacent limestone or concrete areas.	SF	SF of exposed colored concrete surface within feature pad	$ .75
12	Concrete Paver Pad Sealing	- Sealant to be sprayed (and back-rolled when necessary) onto all exposed surfaces of concrete pavers within feature pad. - Sealant product to be 'Miracote' MiraGard Enriching Sealer or approved equal. - Apply (2) coats at an application rate of 1000 sf/gallon. Allow 1st coat to dry before 2nd applicatio - No overspray (or over-rolling) allowed onto adjacent limestone or concrete areas.	SF	SF of exposed concrete pavers within feature pad	$ .60

NOTES

1) Due to the nature of the median locations, traffic control and the safety of personnel and motorists is of the utmost importance. All access to the medians shall be from street turn lanes and not from through/travel lanes. Equipment shall be entirely within the turn lane and out of the through/travel lane. If work needs to occur within or equipment needs to be located in a through/travel lane, the Contractor shall follow the City of West Des Moines Public Works Dept. procedures for a lane closure.

2) The Contractor will be required to stage work from inner most turning lane and use traffic cones set to direct traffic away from work area. Temporary traffic control measures shall be furnished, erected, maintained, and removed by the Contractor. All traffic control procedures shall comply with the latest edition of Manual on Uniform Traffic Devices for Streets and Highways. All Traffic Control items shall be considered incidental to the contract.

3) It is the intent of this contract to minimize the time that damaged limestone blocks are located on medians. The Contractor will be expected to complete the necessary limestone repairs within 48 hours of receiving notice from the City. At the time of notice from the City, the Contractor will receive a location map of the damaged area along with quantities and sizes of the replacement block (when applicable).

4) Incidental to the contract is preparation of the feature pad in order to complete necessary repairs including the removal of damaged anchor pins and sweeping/disposal of any remaing debris found in and around the feature pad.

5) The limestone block to be used for repairs will be located at the City's holding facility located at 525 S11th St in West Des Moines. Access to the holding facility will be available Monday - Friday from 7:00am to 3:30pm. Limestone block will be stacked on pallets according to their height (6", 8" or 10"). Contractor will be responsible for sorting through the stockpile to locate the correct length of limestone block needed to complete repairs. Work performed under this note incidental to contract.

Authorized Signature _____

Firm Name Reliable Property Services of Iowa

Address 1850 Destination Dr Suite A Grimes, IA 50111

Phone 515-986-5850

Fax 515-986-5851

Contact Persons

Name Mark Manning

Title Account Manager

Phone 515-986-5850

Email markm@rpsia.com

Name

Title

Phone

Email

References

Name Sally Ortgies WEST DES MOINES PARK + REC

Phone 515 - 222 - 3447

Email Sally.Ortgies@wdm.iowa.gov

Name

Phone

Email

THE CITY OF
West Des Moines