CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

4(k)

ITEM:

DATE: June 15, 2015

Resolution - Approving Supplemental Agreement
Fiber Interconnect Red Route
Lan-Tel Communication Services

FINANCIAL IMPACT:

The Supplemental Agreement associated with the furnishing and installation of security bolts is not to exceed $14,025.76. Payments will be paid from budgeted account no. 4267.77.820.6.7910 with all costs being reimbursed by Microsoft.

BACKGROUND:

On February 9, 2015, the City of West Des Moines executed a contract with Lan-Tel Communication Services for the construction of a fiber optic conduit. During construction, Microsoft requested changes to the security measures at each access location. Specialized security bolts were specified requiring extra lead time to manufacture. The estimated delivery of the security bolts occurs after the completion date of the original contract. A supplemental agreement to furnish and install the security bolts will allow the completion date of the original contract to remain in effect.

The attached agreement sets forth the obligations of the parties, including the timeframe within which to complete installation of the security bolts. The agreement also requires the Contractor to provide a maintenance bond for the security bolts upon acceptance by the City.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Supplemental Agreement.

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	June 8, 2015		
Recommendation	Yes	No	Split

P:\PWENGR\51014\052 Alluvion Red Route Fiber\Pinkies\Supplemental Agreement.doc

APPROVAL OF SUPPLEMENTAL AGREEMENT WITH LAN-TEL COMMUNICATION SERVICES REGARDING THE FIBER INTERCONNECT RED ROUTE PUBLIC IMPROVEMENT PROJECT
0510-052-2014

WHEREAS, on February 9, 2015 the City of West Des Moines executed a contract with Lan-Tel Communication Services for the construction of a fiber optic conduit; and,

WHEREAS, due to conditions beyond the control of the Contractor a portion of the work will not be complete for a period of more than sixty days following substantial completion; and,

WHEREAS, representatives of the City and the Contractor have negotiated a Supplemental Agreement as allowed by Iowa Code 573.27 setting forth the terms and conditions of completing the work; and,

WHEREAS, approval of the Supplemental Agreement is in the best interest of the City of West Des Moines.

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, THAT:

1. The Supplemental Agreement to the contract between the City of West Des Moines and Lan-Tel Communication Services executed on February 9, 2015 is approved.

2. The Mayor is authorized to sign the Supplemental Agreement and the City Clerk is directed to attest the Mayor's signature

PASSED AND APPROVED this **15th** day of **June, 2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, CMC
City Clerk

SUPPLEMENTAL AGREEMENT OF THE FIBER INTER-CONNECT (RED ROUTE) PUBLIC IMPROVEMENT CONTRACT BETWEEN THE CITY OF WEST DES MOINES, IOWA AND LAN-TEL COMMUNICATIONS SERVICES, INC.

THIS SUPPLEMENTAL AGREEMENT IS MADE BETWEEN THE CITY OF WEST DES MOINES, an Iowa municipal corporation ("City") and LAN-TEL COMMUNICATIONS SERVICES, INC. a Missouri corporation ("Lan-Tel") on this ___ day of _____, 2015.

The parties acknowledge that Lan-Tel entered into the Fiber Inter-Connect (Red Route) public improvement contract ("Contract") with the City on or about February 18, 2015 and that the Contract includes work which cannot proceed within sixty days of completing at least ninety-five percent of the Contract.

Pursuant to Iowa Code §573.27 and the provisions and requirements of the Contract, the parties agree in this Supplemental Agreement as follows:

1. The City will accept the Project and Lan-Tel will provide a maintenance bond for all work other than the work included in this Supplemental Agreement. The period of the maintenance bond to be provided for the Project, other than the work included in this Supplemental Agreement, will begin on the date of acceptance of the Project by the City ("Project Acceptance"). Upon Project Acceptance, the City will pay Lan-Tel all retainage for the Project, excluding the work included in this Supplemental Agreement.

2. Following substantial completion of the Project, Lan-Tel will furnish and install two (2) McGard security bolts to replace Penta Bolts in each fiber optic pull box and vault included in Contract totaling one hundred twelve (112) security bolts.

3. Installation of McGard security bolts shall be complete by September 4, 2015.

4. The lump sum price for McGard security bolt installation shall be as shown on the Change Order attached as Exhibit "A" and made part of this Supplemental Agreement.

5. Separate maintenance bond coverage for security bolts installed, as provided by this Supplemental Agreement, shall begin on the date of acceptance by the City. Within thirty (30) days of acceptance by the City retainage on security bolt installation shall be paid to Lan-Tel.

6. Unless the parties agree otherwise, this Supplemental Agreement shall terminate upon acceptance of security bolt installation.

LAN-TEL COMMUNICATIONS SERVICES, INC.,
a Missouri Corporation

_____
Scott Niemeyer
Vice President/Secretary

COUNTY OF JACKSON)
)ss
STATE OF MISSOURI)

This document was acknowledged before me on this ___ day of _____, 2015 by Scott Niemeyer as Vice President/Secretary of Lan-Tel Communications Services, Inc. on behalf of whom this document was executed.

_____
Notary, State of Missouri

CITY OF WEST DES MOINES, IOWA
an Iowa municipal corporation

_____
Steven K. Gaer
Mayor

ATTEST:

_____
Ryan T. Jacobson, CMC
City Clerk

STATE OF IOWA)
)ss
COUNTY OF POLK)

On this ___ day of _____, 2015, before me personally appeared Steven K. Gaer and Ryan T. Jacobson, to me known to be the Mayor and City Clerk, respectively, of the City of West Des Moines, Iowa on behalf of whom this document was signed by authority of and as approved by West Des Moines City Council as contained in Resolution No. _____ passed on the ___ day of _____, 2015.

_____
Notary, State of Iowa

Lan-Tel Communications And Underground Services, Inc.
A WBE Company

520 N MO Hwy 7
Independence, MO 64056
Office: 816-650-5038
Fax: 816-650-5862

Quote Date: 5/13/2015
Version: 2

CHANGE ORDER

West Des Moines (Red Route)

West Des Moines
IA

Project Description:

Provide two (2) McGard Bolts for each of the manholes and/or handholes installed on the Red Route. Totaling 112 McGard Bolts

Due to the manufacturers lead times on the McGard bolts, this portion of the work will not pertain to the substantial completion of this project and therefore will not effect the liquidated damages portion of the contract.

Quotation Prepared By:
Stephen Havelka
Project Estimator
(816)-650-5038 Ext 212
shavelka@lantelkc.com

Refer to attached Scope of Work Sheet(s) - Attachment A

This Quote is Valid until:
6/13/2015
After that date, the proposal is subject to price verification/adjustment.

Grand Total (including material, labor, and taxes) = $14,025.76

Printed Name **Title**

Signature **Date**

1.0 General / Project Overview

1.01 This Change Order was prepared by Stephen Havelka, shavelka@lantelkc.com

1.02 Lan-Tel shall furnish and install McGard Bolts to replace Penta Bolts for the Red Route only Fiber Project in West Des Moines. This installation will be per the directions provided by the city of West Des Moines and Civil Design Advantage.

2.0 OSP Construction - Manhole/Handhole Bolt

2.01 Lan-Tel Shall install the provided Penta bolt that is provided with each structure.

2.02 The current lead time for the McGard Bolts is 8-10 weeks. Once Lan-Tel receives delivery of the bolts, Lan-Tel shall go through and remove the Penta bolts and install the new McGard bolt.

2.03 Lan-Tel shall only install the new McGard bolt in the structures that will be installed. McGard bolts for the manholes or handholes that are to be furnished but not installed, will be the responsibility of others.

3.0 Quality of Work

3.01 Lan-Tel's installation practices will be governed by EIA/TIA Telecommunications Building Wiring Standards, the BICSI Telecommunication Distribution Methods Manual and local building codes.

3.02 All work shall be done in accordance with the respective drawings, written specifications, supplemental information, industry standards, trade practice, and applicable regulatory agencies.

3.03 All work shall be performed by competent personnel and executed in a neat and workmanlike manner providing a thorough and complete installation.

3.04 Any work deemed inferior shall be reported to Lan-Tel for immediate corrective action.

3.05 Lan-Tel shall be responsible on a daily basis for cleanup and removal of all debris resulting from work performed by Lan-Tel. Upon completion of the project, Lan-Tel shall remove all tools, equipment, obstructions or debris present as a result of Lan-Tel's portion of the overall project.

4.0 Schedule

4.01 Lan-Tel's normal work schedule for this project shall be Monday - Friday, 8:00am - 5:00pm. Work beyond this schedule requires the approval of Lan-Tel or overtime rates will be charged to the Customer via a Change Order.

5.0 Project Management

5.01 Lan-Tel shall provide project management/coordination to monitor and control all technical and administrative support activities related to this SOW.

5.02 Lan-Tel shall provide qualified on-site installation supervision.

5.03 Lan-Tel shall, upon completion of inspection and review of site, establish a schedule to accomplish the objectives of this project and submit to Client.

5.04 Lan-Tel shall provide a Progress Report that shall highlight all completed and work scheduled during the project.

6.0 Warranty

6.01 Lan-Tel's proposal includes a 1-Year labor warranty.

6.02 Lan-Tel warrants that: (i) For a period of one (1) year following completion of the Project, Services provided will have been performed in a workmanlike manner and (ii) Any material provided will be free from defects for a period of one (1) year following completion of the project.

6.03 If Lan-Tel responds to a Client's request for repairs during the warranty period and determines that the problem(s) is not covered by the contracted warranties, Lan-Tel will invoice and Client agrees to pay Lan-Tel a minimum two (2)-hour service charge (at Lan-Tel's then current hourly rates).

6.04 All manufacturers' warranties that extend past the Lan-Tel standard warranty period will be passed through to Client. Warranty issues outside the Lan-Tel standard warranty period must be negotiated direct between Client and the Manufacturer.

7.0 Changes to the Scope of Work

7.01 After the project begins Lan-Tel will not perform any verbally-requested change orders. Any work not specifically outlined within this Scope of Work is deemed to be Out of Scope and subject to the Change Order process. Lan-Tel has endeavored to provide accurate counts of equipment, cabling, etc. based on the information provided within the RFP.

7.02 If Client requests additional connections Lan-Tel can provide these connections on a "Change Order" basis.

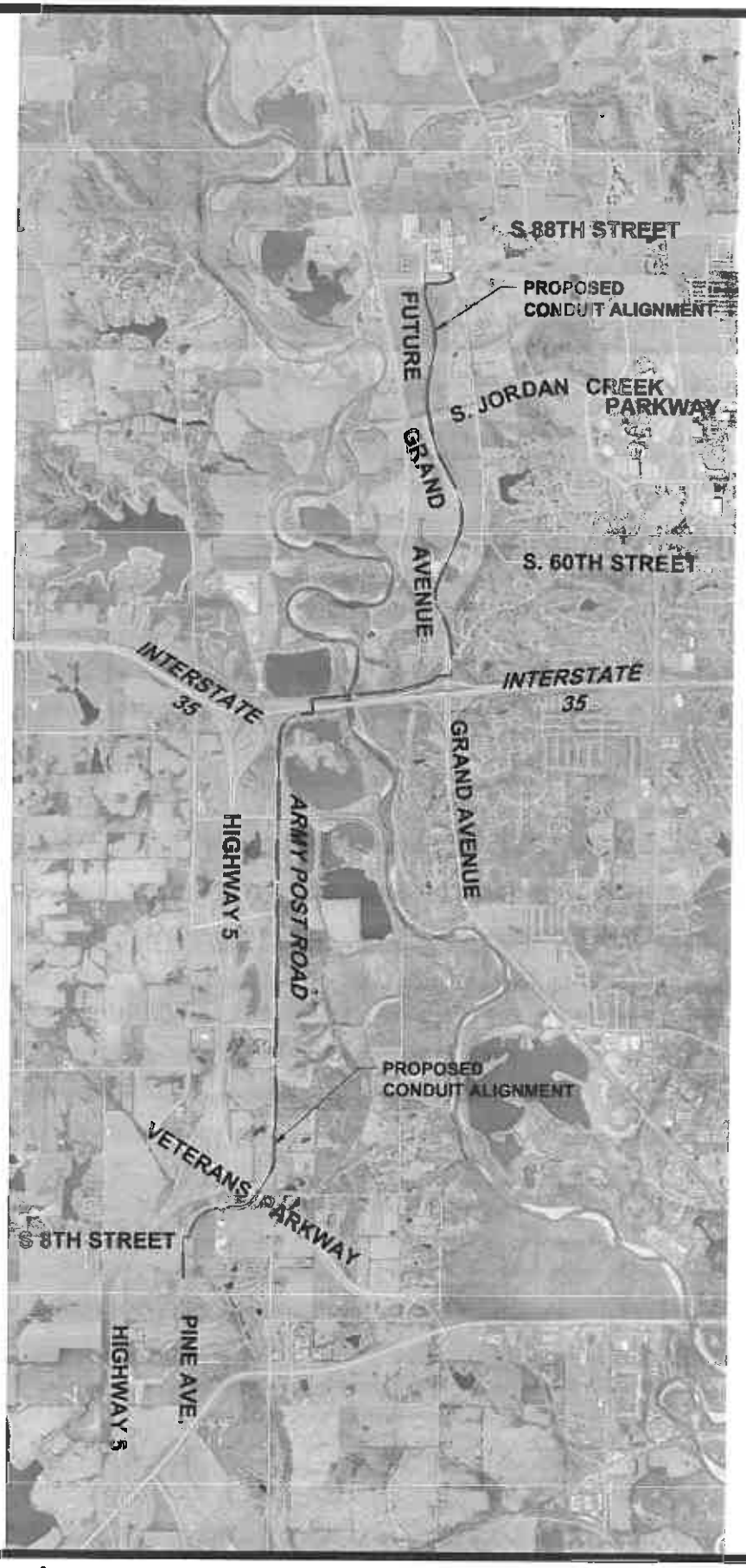
7.03 All Change Orders will be accepted in written form and approved by Client and Lan-Tel prior to commencement of work on Change Order Requests.

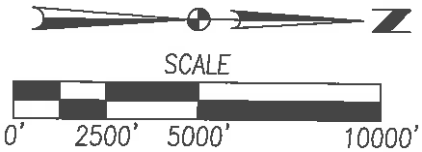
8.0 Exclusions

8.01 This proposal does not include any costs associated with third party/independent quality assurance or testing.

8.02 This proposal does not include any bid, performance or payment bonds (or associated costs).

8.03 This proposal does not include grounding and bonding of *existing* equipment, manholes or cabling.





1/1

1405.232

WEST DES MOINES
FIBER INTER-CONNECT RED ROUTE

WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 FAX: (515) 369-4410

ENGINEER:

TECH: