CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 2, 2016

ITEM: Motion – Approval of Contract Agreement Amendment – Landscape Maintenance

FINANCIAL IMPACT: Expense of $25,043 to be added to the existing Landscape Maintenance contract agreement with Reliable Property Services. Payments will be made out of available funds in the Public Works Department operating budget. Pricing is based on that price originally bid by Reliable Property Services in 2012 for mowing and trimming.

BACKGROUND: The Council is asked to approve an amendment to the City's existing Landscape Maintenance contract agreement. The existing contract agreement is for landscape maintenance services for the aquatic centers and street medians. The amendment covers all locations that previously have been mowed by Public Works staff including right-of-way and vacant City property mowing. There are a total of 33 different locations comprising 8.5 acres. The amendment also includes mowing and trimming of the Phenix School site at 415 7th Street. The terms of the amendment are the same as the existing agreement with an end date of December 31, 2017.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreement.

Lead Staff Member: Sally Ortgies

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

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

CONTRACT NO. ___-___ **DATE:** 5/2/16
BUDGET CODE _____

CONTRACT AGREEMENT

Contractor Reliable Property Services 1850 SE Destination Dr., Ste. A Grimes, IA 50111	Department Department of Public Works P.O. Box 65320 West Des Moines, Iowa 50265
Contract Period – Effective: April 1, 2016 Annual Cost: $25,043	Terminates: December 31, 2017 Payable: 30 Days

DESCRIPTION OF ITEMS CONTRACTED

This is an amendment to the current landscape maintenance contract dated September 8, 2015 (see attached). All terms and conditions of the current contract will apply to this amendment. The City shall reserve the right at its sole option to renew the contract, including this amendment, per the same terms and conditions.

Items included in the amendment are shown in the attached Landscape Maintenance Bid Proposal and the Landscape Enhancement Proposal both dated April 4, 2016.

Contractor	_____ Approved _____ Not Approved
Authorized Signature	
Company Name (Print) Reliable Property Services	City Manager
Address 1850 SE Destination Dr., Ste. A, Grimes IA 50111	Department Director

Landscape Maintenance Bid Proposal

Reliable
PROPERTY SERVICES

Customer:	City of West Des Moines
Manager:	Ron Wiese
Location:	Public Works Mowing
Address:	560 S. 16th St.
City, State, Zip:	West Des Moines IA 50265

Hereafter known as the "Owner"

April 4, 2016 www.rpsia.com

Contract Start Date:	4/1/2016
Contract End Date:	12/31/2017

Reliable Property Services Basic Maintenance Services

Reliable Property Services shall perform the following Landscape Management Services according to following documents incorporated into this agreement.
*** Pricing and Summary Contract**
*** Basic Horticulture Service Specifications**
*** Other Services Provided**

BASIC MAINTENANCE SERVICES ITEMS	SERVICE COST PER TIME	INCLUDED IN PROPOSAL	SEASONAL FREQUENCY
MOWING, LINE TRIMMING AND BLOWING/SWEEPING OF WALKS	$ 813	YES	26
EDGING OF HARD SURFACES	$ -	NO	0
TURF FERTILIZATION AND PRE-EMERGENT WEED CONTROL	$ -	NO	0
TURF FERTILIZATION AND WEED CONTROL	$ -	NO	0
SPRING CLEAN UP	$ -	NO	0
FALL CLEAN UP	$ -	NO	0
SHRUB BED WEED CONTROL - (Per-time cost valid only with routine service)	$ -	NO	0
TREE PRUNING (UP TO 10 FEET) - (Branches less than 1" diameter)	$ -	NO	0
PERENNIAL CUTBACK	$ -	NO	0
SHRUB PRUNING (Includes only shaping and form pruning)	$ -	NO	0
BASIC MAINTENANCE SERVICES SEASONAL COST		$ 21,143	

IRRIGATION SERVICES (Repairs done on a Time & Materials basis)	SERVICE COST PER TIME	INCLUDED (Y/N)	ADDITIONAL
IRRIGATION START UP + BACKFLOW ($12.00 per Zone & $75.00 per backflow)	CALL FOR QUOTE	NO	
IRRIGATION WINTERIZATION ($12.00 per Zone & $75.00 per hook up)	CALL FOR QUOTE	NO	
5 MONTHLY IRRIGATION CHECK ($9.00 per Zone)	CALL FOR QUOTE	NO	
ADDITIONAL SERVICES	**SERVICE COST PER TIME**	**INCLUDED (Y/N)**	**ADDITIONAL**
SUMMER ANNUALS (Multiple Color change outs available upon request)	CALL FOR QUOTE	NO	
EXTRA FALL FERTILIZER (Grub control application available upon request)	$ -	NO	
DEEP ROOT FERT FOR TREES	$ -	NO	
DEEP ROOT FERT FOR SHRUBS	$ -	NO	
MULCH TOPDRESS (Multiple varieties and colors are available upon request)	CALL FOR QUOTE	NO	
TURF AERATION (At least one aerification per year is recommended)	$ -	NO	
LAWN OVER SEEDING	$ -	NO	

Multi Year Contracts	Year 1	$ 21,143	TOTAL BASIC MAINTENANCE SERVICES PLAN
(Initial for Approval)	Year 2	$ 21,143	$ 21,143 + Applicable Tax
	Year 3	$ 22,200	

Payment to be made as follows: 7 ***Monthly Payments of*** $ 3,020 ***Per Month***

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders.

Sales Representative:	*Travis Baker*	***Phone Number***	5158687374

Reliable Property Services of Iowa
1850 SE Destination Drive Ste. A
Grimes, IA 50111 Phone: 515-986-5850

RPS Representative:
AUTHORIZED SIGNATURE:

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature:

Date Accepted:

*****This is not a contract. Please see attached contract agreement and specifications.*****

LANDSCAPE MANAGEMENT PROPOSAL for:

Public Works Mowing

560 S. 16th St.

West Des Moines IA 50265

City of West Des Moines

Ron Wiese

515-222-3537

Ron.Wiese@wdm.iowa.gov

CONTRACT DATES: **4/1/2016 TO 12/31/2017**

CONSIDERATION AND PAYMENT

In consideration for **Reliable Property Services, LLC, hereinafter known as Reliable**, performance described herein, **City of West Des Moin hereinafter known as Owner**, agrees to pay Reliable an annual sum of **$ 21,143**
For the convenience of the Owner, the monthly cost of the contract shall be **$ 3,020** per month, plus applicable sales tax, commencing **4/1/2016** to **12/31/2017**

Payments: Invoices shall be sent on or about the first day of each month for current month's services and payment shall be due upon issue. A late charge of 1 ½% per month shall be charged on all amounts 30 days past due. If Reliable does not receive a payment for any reason not deemed by the Reliable to be the fault of the Reliable, Reliable shall have the right, upon 24 hours notice to the Client, to (1) cease all work, or (2) terminate this contract, or both. The Client shall pay for all work completed, losses sustained, including lost profits, and consequential damages, as well as reasonable attorney's fees and cost of collection incurred as a result of the Client's failure to pay.

Rate Adjustments: Because green waste disposal, plant material and/or fuel costs constitute a significant portion of the costs of Reliable Property Services provided hereunder, Reliable Property Services may increase the rates hereunder at the time of renewal, which is the anniversary of the agreement. Written notice of any and all proposed rate changes will be offered sixty (60) days prior to the renewal date. Our fuel adjustment clause is included with this agreement.

Additional Services: Services performed and or materials delivered, which are not specifically mentioned herein, but requested and authorized by the Owner shall be deemed 'additional services'. Additional services shall be proposed and billed separately from the amounts due in this agreement with payment due net upon receipt. The performance of and payment for additional services are subject to the terms and conditions of this agreement.

Materials, Supplies, and Equipment: Reliable shall furnish materials, labor, supplies and equipment necessary to perform the services specified.

Law: The laws of the state of Minnesota shall govern this agreement.

Attorneys Fees: In the event that a suit or action commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including appeal.

Liability: Reliable is an independent Contractor. The Owner assumes no liability for the injury to the Reliable or Reliable's agents or employees, unless the Owner, the Owners agents, servants, or employees cause such injury by negligence or intentional acts. Reliable is liable only for the damage that is caused by the negligence of Reliable, its agents, or employees. Neither party shall be liable to the other for any incidental or consequential damages arising from this agreement.

Insurance: Reliable shall furnish insurance certificates upon request.

Owners Duty to Inspect Work: Owner has to inspect the work performed within seven days of services performed. If owner has a reasonable dissatisfaction with the work, Owner agrees to notify the Reliable of deficiencies, via phone, email, or on-line. Upon such notification, Reliable shall have 1 day to address the deficiencies and set up a corrective plan. If Reliable corrects the deficiencies in accordance with the plan, it shall not forfeit any amounts due under this agreement. If Reliable does not receive written notice within 10 days from when the service was performed, Owner shall have waived any claims to recover past payments and/or rights to withhold present or future payments due under this agreement.

Termination: It is agreed that either party may terminate this Agreement by giving 30 day written notice to the other party.

Notices: Notice to the Reliable shall be sufficient if made or addressed to Reliable Property Services, 1850 Destination Dr, Grimes, IA 50111, and to Owner at principal place of business herein.

ACCEPTANCE: This agreement incorporates the terms and conditions included herein and are hereby mutually agreed to be a fully integrated agreement. By signing below and returning one copy within 30 days parties have read this agreement and fully understand contents.

MULTI-YEAR CONTRACT OPTION		
1year : _____	$	21,143
2 year : _____	$	21,143
3 year : _____	$	22,200
* PLEASE INITIAL OPTIONS		

RELIABLE PROPERTY SERVICES	City of West Des Moines
By: _____	By: _____
Title: SALES	Title: _____
Date: 4/4/16	Date: _____

Landscape Enhancement Proposal

Reliable
PROPERTY SERVICES

Customer:	City of West Des Moines Public Works
Manager:	
Location:	Phenix Elementary
Address:	415 7th St.
City, State, Zip:	West Des Moines, IA 50265

Services to be Performed: Date of Proposal: April 4, 2016

Mow, trim, blow off school lawn

Landscape Supplies, Material and Labor

QTY	ITEM	SIZE	UNIT	TOTAL
1	Mow, trim, blow off hard surfaces - price is per mow		$150.00	$ 150.00
				$ -
	Mow as needed through season.			$ -
				$ -
				$ -
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Reliable Property Services propose hereby to furnish / install materials and labor to complete the project in accordance with the specifications that are listed above, for the sum of:
In addition, we will provide clean-up and removal of all debris from the project site.

$ 150.00
+ Applicable Tax

Payment to be made as follows: ***IN FULL UPON COMPLETION***

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders.

Assigned Account Manager: Travis Baker *Phone Number:* 5158687374

Reliable Property Services of Iowa
1850 SE Destination Drive Suite A
Grimes, IA 50111 Phone: 515-986-5850

RPS Representative:
AUTHORIZED SIGNATURE: Travis Baker

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____
Date Accepted: _____
P.O.#: _____

Reliable
PROPERTY SERVICES

Landscape Contract and Warranty Agreement

Customer:	City of West Des Moines Public Works
Manager:	0
Location:	Phenix Elementary
Address:	415 7th St.
City, State, Zip:	West Des Moines, IA 50265

Reliable Property Services propose hereby to furnish materials and labor - complete in accordance with the specifications as stated in the attached Landscape Enhancement Bid Proposal for the sum of:

City of West Des Moines **$ 150.00**

Payment to be made as follows:

Payment to be made after installation is completed.

Reliable Property Services agrees to warrant labor and materials for a period of 1 year from the date of installation **April 4, 2016** with the following restrictions:

Reliable Property Services makes no warranty on seed, sod, drainage correction, replaced plants, plants installed in above ground containers, transplanted plants, and extends only the manufactures warranty on lawn and garden products.

All other plant material is covered once only, to the original purchaser, to grow through the warranty period provided:

* **The account was paid in full when due.**
* **The buyer has cared for the plant in a responsible manner.**
* **Plant failure was reported during the warranty period.**

Reliable Property Services is not responsible for animal or mechanical damage, vandalism, natural disasters or any other consequential damages. The buyer's remedies are limited to return of the plant and replacement thereof, one time, by Reliable Property Services.

A finance charge of 18% per year will be added to any past due accounts.

The buyer will pay for all costs incurred in collection including but not limited to attorney fees and lien processing.

The buyer agrees that Reliable Property Services may file a lien against this property if not paid in full for labor and materials supplied for improvement to said property.

Reliable Property Services is not responsible for any damages to any unmarked or incorrectly marked underground utilities public or private. (Gas, electric, phone, cable, invisible dog fence, drain tile, septic ...) Reliable Property Services will contact public utilities for location prior to installation.

All property boundaries will be clearly marked on the property by the buyer prior to installation and, if incorrectly marked, the buyer will be responsible for all costs incurred in changing of landscape installation due to incorrectly marked boundaries.

All permits and their costs are to be secured and supplied by the buyer unless otherwise stated in writing.

Any changes to this contract once signed will be completed only once a change order has been issued and signed by both parties. A minimum charge of $300 per change order will be applied to the balance owed.

Assigned Account Manager:	Mark Manning	*Phone Number:*	515-401-0225

Reliable Property Services of Iowa
1850 SE Destination Drive Suite A
Grimes, IA 50111 Phone: 515-986-5850

RPS Representative:
AUTHORIZED SIGNATURE:

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF CONTRACT TERMS:

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date Accepted: _____

P.O.#: _____

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

CONTRACT NO. -
BUDGET CODE 0100.40.344.5.4500

DATE: 9/8/15

CONTRACT AGREEMENT

Contractor Reliable Property Services 1850 SE Destination Dr., Ste. A Grimes, IA 50111	Department Department of Parks & Recreation P.O. Box 65320 West Des Moines, Iowa 50265
Contract Period – Effective: January 1, 2016 Annual Cost: $67,547.00	Terminates: December 31, 2017 Payable: 30 Days

DESCRIPTION OF ITEMS CONTRACTED

Contract is for two years only at the annual cost bid on February 8, 2012 (see attached) plus added items quoted on July 8, 2013 and August 2, 2013 (see attached). The City shall reserve the right at its sole option to renew this contract per the same terms and conditions.

Contractor THOMAS J HODONON	X Approved _____ Not Approved 9/8/15
Authorized Signature	
Company Name (Print) Reliable Property Services	City Manager
Address 1850 SE Destination Dr., Ste. A, Grimes IA 50111	Department Director

WHITE – Department PINK – Finance YELLOW - Vendor

REQUEST FOR BID

LANDSCAPE MAINTENANCE

CITY OF WEST DES MOINES

The City of West Des Moines, Iowa, solicits interested parties to submit bids for maintenance of street medians and aquatic centers. Maintenance shall generally consist of turf maintenance, tree maintenance, and landscape bed maintenance.

Submittals marked "Landscape Maintenance" will be received no later than **2:00 p.m. local time** on **Wednesday, February 8, 2012**. 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
P.O. Box 65320
West Des Moines, IA 50265

Bid Procedure

Mark outside of envelope with proposal subject, "Landscape Maintenance".

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 the Bid Sheet must be signed.**

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

Pre-Bid Meeting

A Pre-Bid Meeting will take place on Friday, February 3, 2012 at 10:00 a.m. at the West Des Moines City Hall, 4200 Mills Civic Parkway, in the second floor Training Room. Questions will be answered by City staff. All bidders are strongly encouraged to attend this meeting.

Questions

Questions regarding the Request can be addressed by contacting the Parks and Recreation Department, Sally Ortgies, Superintendent of Parks, (515) 222-3447.

I. Description

A. Street Medians. The intent and purpose of this Request for Bid is to establish a contract to provide Landscape Maintenance for street medians and right-of-way located on 22nd Street, Valley West Drive, Mills Civic Parkway, 60th Street, 68th Street, Stagecoach Drive, E.P.True Parkway, Jordan Creek Parkway, Cascade Drive, Bridgewood Boulevard, and the Southwest Connector in West Des Moines. Maps are attached that show specific median and right-of-way locations and details (Attachment A).

B. Aquatic Centers. The intent and purpose of this Request for Bid is to establish a contract to provide Landscape Maintenance at Holiday Aquatic Center located at 1701 Railroad Avenue and Valley View Aquatic Center located at 255 81st Street in West Des Moines. Maps are attached that show aquatic center locations and details (Attachment B).

C. The Contractor shall furnish all labor, equipment, materials, and products needed to manage and maintain the turf, trees, and landscape beds as outlined in the detailed specifications 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 [redacted] responsible for insuring response to the City's request for services. Personnel applying pesticides and fertilizers shall be licensed as required by the State of Iowa.

B. [redacted] 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. Although the majority of maintenance shall be done on a regular basis according to the detailed specifications, maintenance may occasionally be needed on an "as-needed" basis. In these cases, the Contractor shall respond within 24 hours after a request for maintenance is made by the City unless stated otherwise in the specifications.

D. [redacted] The Contractor shall maintain all maintenance records including time/date of maintenance, name and quantity of any products used, and any other pertinent information. A copy of these records shall be provided at the City's request. [redacted] Information contained in chemical and fertilizer application records shall be in accordance with State of Iowa requirements. Chemical and fertilizer applications different from those specified may be considered, but must have prior written approval from the City.

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 maintaining the medians or aquatic centers.

G. [redacted] 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, whenever possible. Equipment shall be entirely within the turn lane and out of the through/travel lane. Mowers and other equipment will need to be unloaded and loaded at each median and shall not be driven on the street between medians.

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 [redacted]usive. 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 [redacted] All work being billed shall be referenced on invoices [redacted]
Invoices shall be sent to:

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

V. [redacted]

A. General.

1. The Contractor shall purchase and maintain insurance to protect the Contractor and City against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the City.
2. All certificates of insurance required herein shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. All certificates of insurance shall be delivered to the City 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 V 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; single limit Independent Contractors Broad Form Property Damage	$500,000 (including contractually, per occurrence)
Personal Injury, Underground Explosion and Collapse	$500,000 (Aggregate hazards)
Automobile Liability	$500,000

(including all owned, non-hired autos) Single Limit	Combined Single Limit owned and
Workers Compensation	Statutory Benefits $100,000 Coverage B
(applying directly excess of above liability coverages)	$1,000,000 Aggregate

D. Contractual Liability Insurance

1. The insurance required by Paragraph V 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 City 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 City or any of its 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 City, 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** 2/7/2012

Landscape Maintenance

Specification Details

Table 1. Street Median Plant List

Median #		Median #	
1	Dwarf Burning Bush	11	Purple Coneflower
	Feather Reed Grass		Black-eyed Susan
	Dwarf Fountain Grass		Little Bluestem
	Sedum 'Matrona'		Big Bluestem
2	Salvia 'May Night'	12	Daylily 'Stella de Oro'
	Feather Reed Grass	13	Sedum 'Matrona'
3	Daylily 'Stella de Oro'		Daylily 'Stella de Oro'
4A	Salvia 'May Night'		Black-eyed Susan
4B	Liatris 'Kobold'		Dwarf Burning Bush
	Feather Reed Grass	18	Northwind Switchgrass
	Black-eyed Susan		Prairie Fire Red Switchgrass
	Salvia 'May Night'	19	Heavy Metal Switchgrass
4C	Daylily 'Stella de Oro'		Shenandoah Switchgrass
	Prairie Dropseed		The Blues Little Bluestem
	Liatris 'Kobold'		Prairie Dropseed
	Black-eyed Susan	20	The Blues Little Bluestem
5	Liatris 'Kobold'		Prairie Dropseed
	Prairie Dropseed	23	The Blues Little Bluestem
	Daylily 'Stella de Oro'		Prairie Dropseed
	Purple Coneflower	24	Northwind Switchgrass
	Feather Reed Grass		Prairie Fire Red Switchgrass
	Dwarf Burning Bush		The Blues Little Bluestem
6A	Salvia 'May Night'		Prairie Dropseed
	Liatris 'Kobold'	25	Heavy Metal Switchgrass
	Little Bluestem		Shenandoah Switchgrass
	Black-eyed Susan		The Blues Little Bluestem
	Dwarf Fountain Grass		Prairie Dropseed
6B	Prairie Dropseed	29	Heavy Metal Switchgrass
	Salvia 'May Night'		Shenandoah Switchgrass
	Dwarf Fountain Grass		The Blues Little Bluestem
	Black-eyed Susan		Prairie Dropseed
	Liatris 'Kobold'	30	The Blues Little Bluestem
7A	Feather Reed Grass		Prairie Dropseed
	Little Bluestem		Flame Grass
	New England Aster	31	Northwind Switchgrass
	Daylily 'Stella de Oro'		Prairie Fire Red Switchgrass
	Shasta Daisy 'White Knight'		The Blues Little Bluestem
	Salvia 'May Night'		Prairie Dropseed
7B	Black-eyed Susan	34	Heavy Metal Switchgrass
	Shasta Daisy 'White Knight'		Shenandoah Switchgrass
	Purple Coneflower	35	The Blues Little Bluestem
	Liatris 'Kobold'		Prairie Dropseed
8	Purple Coneflower	41	The Blues Little Bluestem
	Salvia ' May Night'		Prairie Dropseed
	Dwarf Fountain Grass		
	Black-eyed Susan		

	Liatris 'Kobold'		
	Daylily 'Stella de Oro'		
	Shasta Daisy 'White Knight'		
9	Daylily 'Stella de Oro'		
	Liatris 'Kobold'		
	Feather Reed Grass		
	Salvia 'May Night'		
	Dwarf Fountain Grass		

Table 2. Valley View Aquatic Center Plant List

Feather Reed Grass
Dwarf Baptisia
Baptisia
Hibiscus 'Disco Belle Rosy Red'
Hibiscus ' Lady Baltimore'
Knockout Rose
Spirea 'Anthony Waterer'
Black-eyed Susan

Reliable Property Services

LANDSCAPE MAINTENANCE
BID SHEET

Task	Specifications	Street Medians Quantity	Street Medians Unit	Street Medians Annual Cost	Holiday Aquatic Center Quantity	Holiday Aquatic Center Unit	Holiday Aquatic Center Annual Cost	Valley View Aquatic Center Quantity	Valley View Aquatic Center Unit	Valley View Aquatic Center Annual Cost
Turf Maintenance										
Mowing	**Street Medians:** Mow and trim to 4 inch height a minimum of 1 time per week from April 18 to October 31; Contractor shall mow consistently on the same day of the week (as weather allows) to allow irrigation to be adjusted; all trash/litter must be removed prior to mowing; all grass clippings must be removed from roadway and mulched areas immediately after mowing; any damage (i.e. irrigation heads, plant material, etc.) caused by mowing activities shall be repaired by Contractor to City's specifications within 1 week **Aquatic Centers:** Mow and trim to 4 inch height a minimum of 1 time per week from April 18 to October 31; mowing shall occur at Valley View Aquatic Center prior to 8:00 a.m. and Holiday Aquatic Center prior to 11:00 a.m. to avoid conflicts with customers; Contractor shall mow consistently on the same day of the week (as weather allows) to allow irrigation to be adjusted; all trash/litter must be removed prior to mowing; all grass clippings must be bagged and legally disposed of off-site; any damage (i.e. irrigation heads, plant material, etc.) caused by mowing activities shall be repaired by Contractor to City's specifications within 1 week	456,200	SF	$19,500.00	18,300	SF	$1898.00	101,100	SF	$4914.00
Chemical Applications										
Spring Pre-Emergent	Apply 19-0-6 with minimum 0.125% Dimension 25% slow-release or equivalent approved by City at rate of 4 pounds/1000 SF in April	456,200	SF	$600.00	18,300	SF	$75.00	101,100	SF	$115.00
Spring Broadleaf	Spot spray as necessary in May/Early June; spraying shall occur at Aquatic Centers prior to June 1	456,200	SF	$600.00	18,300	SF	$35.00	101,100	SF	$116.00
Summer Fertilizer	Apply 32-0-10 or equivalent approved by City at rate of 3 pounds/1000 SF in August after aquatic centers are closed for the season	456,200	SF	$975.00	18,300	SF	$40.00	101,100	SF	$209.00
Roundup	Spray Roundup or equivalent approved by City around edges of landscape beds prior to mulch maintenance	6,115	LF	$500.00	0	LF	0	616	LF	$90.00
Roundup	Spray Roundup or equivalent approved by City around trees prior to mulch maintenance	271	EA	$200.00	0	EA	0	97	EA	$45.00
Fall Broadleaf	Spot spray as necessary in September	456,200	SF	$500.00	18,300	SF	$35	101,100	SF	$100.00
Fall Fertilizer	Apply 32-0-10 or equivalent approved by City with minimum of 25% slow-release at rate of 3 pounds/1000 SF by October 15	456,200	SF	$500.00	18,300	SF	$40.00	101,100	SF	$105.00
Tree Maintenance										
Task	Specifications	Quantity	Unit	Annual Cost	Quantity	Unit	Annual Cost	Quantity	Unit	Annual Cost
Tree Protection	Maintain protection from deer on all trees smaller than 8" caliper August through March using mesh plastic tree guards as approved by the City; remove by April 1; existing tree guards are the property of the City, but may be stored upon removal and re-used on street median trees by the Contractor; if additional tree guards are needed, the Contractor shall purchase and cover the cost with the tree guards becoming the property of the City	271	EA	$1400.00	0	EA	0	97	EA	$776.00
Mulch Maintenance	Maintain mulch at an even 3 inch depth around each tree to a minimum 3 foot diameter circle using dark brown colored/dyed hardwood mulch placed according to City specifications, or as site needs dictate; keep mulch away from tree trunks	271	EA	$2168.00	0	EA	0	97	EA	$776.00
Sucker Removal	Remove all suckers from base of trees and tree trunks as necessary in turf areas and landscape beds	1	Lump Sum	$800.00	0	Lump Sum	0	1	Lump Sum	$350.00

Landscape Bed Maintenance

Task	Specifications	Quantity	Unit	Annual Cost	Quantity	Unit	Annual Cost	Quantity	Unit	Annual Cost
Spring Cleanup	Cut back all ornamental grasses and perennials according to individual plant requirements and City specifications and remove debris from beds; pull all weeds; remove all trash/litter; all debris shall be legally disposed of off-site	34,933	SF	$5,500.00	0	SF	0	5,400	SF	$1200.00
Spring Pre-Emergent	Apply Trefian 5G or equivalent approved by City in April at manufacturer's recommended rate	34,933	SF	$500.00	0	SF	0	5,400	SF	$95.00
Mulch Maintenance	Maintain 3 inch depth of dark brown colored/dyed hardwood mulch on all landscape beds	34,933	SF	$8,800.00	0	SF	0	5,400	SF	$1,500.00
Weed Control	Maintain weed-free condition in all landscape beds by regularly spot spraying with Roundup or City-approved equivalent and/or pulling weeds from April 1 to November 15	34,933	SF	$3000.00	0	SF	0	5,400	SF	$500.00
Deadheading	Deadhead all salvia for second flush of bloom; deadhead other perennials according to individual plant requirements	1	Lump Sum	$800.00	0	Lump Sum	0	1	Lump Sum	$45.00
Fall Cleanup	Cleanup landscape beds, including but not limited to final weeding, removal of trash/litter/dead plant material, and cutting back of unsightly plants; unless directed by City staff to cut back, leave dried ornamental grasses and other perennial plant material for winter interest; all debris shall be legally disposed of off-site	34,933	SF	$800.00	0	SF	0	5,400	SF	$45.00
Litter/Trash Removal	Maintain litter/trash-free condition of all landscape beds throughout the year	1	Lump Sum	$0	0	Lump Sum	0	1	Lump Sum	$0

Hard Surface Maintenance

Task	Specifications	Quantity	Unit	Annual Cost	Quantity	Unit	Annual Cost	Quantity	Unit	Annual Cost
Weed Control	Maintain weed-free condition of all concrete portions of medians within contract area shown on maps, all concrete areas within fence at BOTH aquatic centers, all rock areas under and around water slides at BOTH aquatic centers, and all concrete areas of the parking lot at Valley View Aquatic Center by regularly spot spraying with Roundup or City-approved equivalent and/or pulling weeds from April 1 to November 15	1	Lump Sum	$2000.00	1	Lump Sum	$500.00	1	Lump Sum	$2000.00

Street Medians Total	$49,106.00
Foothill Aquatic Center Total	$2623.00
Valley View Aquatic Center Total	$12,981.00
TOTAL ANNUAL COST (Street Medians + Aquatic Centers)	$64,710.00

Additional Bid Items

Item	Specifications	Quantity	Unit	Cost
Perennial Replacement	Replace dead or missing perennial plant as requested by City; water replacement plant until established; include 1 year guarantee	1	1 gallon container	$15.00
Tree Replacement	Replace dead or missing tree as requested by City; water replacement tree until established; stake tree; include 1 year guarantee	1	2-1/2" caliper	$420.00
Bed Edging	Edge landscape beds; remove any weeds/turfgrass within bed area; rake mulch out to edge	100	LF	$5.00/100 lin. ft.
Concrete Cleaning	Blow debris off concrete portions of medians within contract area; debris may be blown into adjacent street; coordinate work with Public Works street sweeping schedule so that debris can be removed from street by Public Works Department within 24 hours	1000	SF	$45/hour

NOTES

1. *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, whenever possible. Equipment shall be entirely within the turn lane and out of the through/travel lane. Mowers and other equipment will need to be unloaded and loaded at each median and shall not be driven on the street between medians. 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 Manual on Uniform Traffic Control Devises 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.*
2. *The City shall have the option of adding medians to this contract at unit prices calculated from bid prices.*
3. *The City shall have the right to award a single contract that includes street medians and both aquatic centers or individual contracts for each area.*

Authorized Signature: [signature]

Firm Name: Reliable Property Services
Address: 1850 SE Destination Dr. Ste. A, Grimes, IA 50111
Phone: 515-986-5850
Fax: 515-986-5851

Contact Persons
Name: Mark Manning
Phone: 515-401-0225
E-mail: markm@rpsmn.com

Name: Matt DeDoncker
Phone: 515-986-5850
E-mail: mattd@rpsmn.com

References
Name: Art Newman, Des Moines FM Group
Phone: 515-309-5851
E-mail: newmanaj@ldschurch.org

Name: Tina Padavich, Timberland Partners
Phone: 612-590-7939
E-mail: tpadavich@timberlandpartners.com

Name: Eric Goodhue, Target corporation
Phone: 515-745-7084
E-mail: Eric.Goodhue@target.com

NOTE: References are required to be local commercial customers. Government customer references are preferred.

Enhancement Proposal

Reliable
PROPERTY SERVICES

July 8, 2013

Customer:

[redacted]

Reliable Property Services
1850 SE Destination Drive, Suite A
Grimes, IA 50111
Phone: 515-986-5850 • Fax: 515-986-5851
Email: service@rpsmn.com
Website: www.rpsmn.com

DESCRIPTION OF WORK:

Water new plant beds on 60th St. - 6 total beds, price is per watering	$ 250.00
Items to be performed in 2013 on new beds	
Mulch bed weed control, price is for remainder of the season	$ 500.00
Trash pick -up	Included
Fall Clean up - additional	$ 150.00
Pricing for 2014 for new 60th St beds	
Mulch maintenance, topdressing mulch	$ 950.00
Spring clean up	$ 500.00
Bed weeding for the season	$ 500.00
Bed preemergent	$ 100.00
Fall clean up	$ 150.00
We propose hereby to furnish materials and labor, complete in accordance with the above specifications, for the sum of:	$ 3,100.00

PLUS TAX IF APPLICABLE

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Reliable Property Services is authorized to do the work as specified.

CUSTOMER SIGNATURE

DATE

RELIABLE SIGNATURE

DATE

Enhancement Proposal

Reliable
PROPERTY SERVICES

August 2, 2013

Customer:

[redacted]

Reliable Property Services
1850 SE Destination Drive, Suite A
Grimes, IA 50111
Phone: 515-986-5850 • Fax: 515-986-5851
Email: service@rpsmn.com
Website: www.rpsmn.com

DESCRIPTION OF WORK:

Remainder of 2013 Season	
Hard Surface Weed Control - Medians on Jordan Creek Parkway between Ashworth Road and EP True Parkway	$ 250.00
Preliminary 2014 Season	
Hard Surface Weed Control - Medians on Jordan Creek Parkway between Ashworth Road and EP True Parkway	$ 500.00
We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:	$ 750.00 PLUS TAX IF APPLICABLE

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Reliable Property Services is authorized to do the work as specified.

CUSTOMER SIGNATURE

DATE

RELIABLE SIGNATURE

DATE