CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 16, 2022

ITEM: Motion – Approval of Contract Agreement – MidAmerican Energy Company RecPlex Landscape Maintenance

FINANCIAL IMPACT: Annual expense of $83,156.00. Payments will be made out of allocated funds in the RecPlex operating budget.

BACKGROUND: The Council is asked to approve the agreement with RJ Lawn and Landscape in Waukee, Iowa for landscape maintenance of the MidAmerican Energy Company RecPlex.

A Request for Proposals was distributed in April 2022, and the City received five proposals. City staff evaluated and scored all proposals, and RJ Lawn and Landscape was selected as the preferred vendor.

RJ Lawn and Landscape is known for their quality service and attention to detail with Wellmark Blue Cross Blue Shield, the Village of Ponderosa, and the Wells Fargo Home Mortgage Jordan Creek Campus as current clients.

The agreement includes all landscape maintenance related to the RecPlex including all labor, supervision, equipment, materials, and products needed to manage and maintain the turf, trees, and landscape beds as outlined in the detailed specifications on the attached proposal sheet.

The initial term would start June 1, 2022 and extend through December 31, 2024. At the end of the term, the City reserves the right to renew this Contract on an annual basis per the same terms and conditions as set forth in the resulting Contract. Contract renewals shall be limited to five (5) consecutive years.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreement.

Lead Staff Member: Ryan Penning, Assistant Director of Parks and Recreation

STAFF REVIEWS

Department Director	Sally Ortgies, Director of Parks and Recreation
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

LANDSCAPE MAINTENANCE CONTRACT
FOR THE MIDAMERICAN ENERGY COMPANY RECPLEX

This Agreement is made and entered into this 16 day of May, 2022, by and between the **City of West Des Moines**, an Iowa municipal corporation, hereinafter referred to as "City", and R.J. Lawn Service, Inc., d/b/a RJ Lawn and Landscape, (Fed. I.D. 37-1559039), an Iowa corporation, party of the second part, hereinafter referred to as "Contractor" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONTRACTOR FOR LANDSCAPE MAINTENANCE AS DESCRIBED IN THIS CONTRACT AND ATTACHED SPECIFICATIONS (ATTACHMENT 1) AND CONTRACTOR AGREES TO PERFORM THE SERVICES AS GENERALLY DESCRIBED IN THIS CONTRACT.

1. PAYMENT

Contractor will be paid monthly in arrears. Invoices must contain the Contract number and detail of services provided. All work being billed shall be referenced on invoices according to the tasks listed on the attached proposal sheet. Invoices will be paid within thirty (30) days of receipt. Invoices shall be sent to:

City of West Des Moines
MidAmerican Energy Company RecPlex
P.O. Box 65320
West Des Moines, IA 50265
shanna.elliott@wdm.iowa.gov

The compensation for the work to be performed (described on Attachment 1):

	Quantity	Unit	Annual Cost
Turf Mowing	619,970	SF	$22,820
Turf Chemical Applications	619,970	SF	$17,240
Native Area Maintenance	185,130	SF	2022: $3,235 2023: $2,045 2024: $2,045
Tree Maintenance	216	EA	$3,796
Landscape Bed Maintenance	57,500	SF	$35,065
Additional Items			
Paved Area Weed Control	1	Lump Sum	$237

Perennial Plant Replacement	1	1 gallon container	$19
Tree Replacement	1	1" caliper	$450
Bed Edging	100	LF	$15
Sodding	100	SF	$85
Seeding	100	SF	$18
Rough Mowing	-	Per Acre	$140

In consideration of the compensation paid to the Contractor, the Contractor agrees to perform all services described on Attachment 1 to the satisfaction of the City. If the performance of this Contract involves the services of others or the furnishing of equipment, supplies, or materials, the Contractor agrees to pay for the same in full.

The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes. Upon request, the City can provide Contractor proof of its tax-exempt status. Contractor shall not include taxes in its invoices to the City.

2. NOTICE

Any notice to the parties required under this Contract shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

CITY OF WEST DES MOINES:

Name: City of West Des Moines
Attn: Shayne Ratcliff, RecPlex
Address: 6500 Grand Avenue
City, State: West Des Moines, IA 50266

R.J. LAWN SERVICE, INC. d/b/a RJ LAWN AND LANDSCAPE:

Name: Tyler Kopriva
General Manager Attn: Tyler Kopriva
Address: 655 Interstate Pkwy
City, State: Waukee, IA 50263

3. SCOPE OF WORK

The Contractor shall furnish all labor, supervision, equipment, materials, and products needed to manage and maintain the turf, trees, and landscape beds as outlined in the detailed specifications on Attachment 1.

4. PERFORMANCE REQUIREMENTS

A. Personnel. The Contractor shall provide the City with the name, address, email address, and telephone number(s) for at least two designated contact persons responsible for ensuring response to the City's request for services. Personnel applying pesticides and fertilizers shall be licensed as required by the State of Iowa.

B. Supervision. The Contractor shall assign at least one qualified supervisor to physically supervise the Contractor's employees and to ensure adherence to the specifications. The

supervisor shall be responsible for the conduct and performance of the Contractor's employees.

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

D. Response Time. Although most 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.

E. Records. 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. All records of chemical and fertilizer applications shall be provided to the City's Public Services Department within 24 hours following each application. 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.

F. Authority/Direction. The Contractor and their 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.

G. 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 providing landscape maintenance services.

H. Traffic Control/Patron Safety. Due to the high amount of activity at the RecPlex, traffic control and the safety of patrons is of the utmost importance. No roadway shall be blocked by the Contractor. Safety of patrons shall always take priority over landscape maintenance activities.

I. Access. Contractor's employees shall not access the interior of the RecPlex building while working on the site. Portable toilet facilities will be provided by the City.

5. Length of Contract

A. Contract Term. The initial term of this Contract shall be effective from the executed contract date through December 31, 2024. The City reserves the right to renew this Contract on an annual basis per the same terms and conditions as set forth in the resulting Contract. Any renewal Contract shall require written, mutual consent of both the City and the Contractor. Contract renewals shall be limited to five (5) consecutive years.

B. Contract Termination. This Contract may be terminated for any reason by the City during the contract period, subject to a thirty (30) day written notice delivered by registered mail to the Contractor at the address referenced on the proposal form.

6. INSURANCE REQUIREMENTS

A. General

i. The Contractor shall obtain and maintain through the term of this agreement, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the services provided, but in no event, are such terms and limits to be less than those set forth below. The limits and liability under insurance policies required by this Contract shall in no-way limit the Contractor's actual liability.

a. Commercial General Liability. Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse, and underground hazards (XCU), personal injury, advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory basis.

Bodily Injury & Property Damage-Each Occurrence	$1,000,000
Personal Injury & Advertising Injury-Per Person	$1,000,000
General Aggregate on the Above	$2,000,000
Products & Completed Operations General Aggregate	$2,000,000
Fire Damage Limit	$100,000
Medical Expense Limit	$5,000

b. Business Automobile Liability Insurance. Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The limit can be satisfied by providing a primary policy or in combination with an excess liability policy. The City of West Des Moines would be added as an additional insured on a primary and non-contributory basis.

Bodily Injury & Property Damage-Each Accident	$1,000,000

c. Workers Compensation and Employers Liability. As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Part 1 – Workers Compensation Benefits	Statutory

d. Employers Liability

Bodily Injury Each Accident	$500,000
Bodily Injury by Disease Policy Limit	$500,000
Bodily Injury by Disease Each Employee	$500,000

e. Umbrella Liability. The contractor will maintain umbrella liability insurance on an occurrence basis in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies including but not limited to additional insured and waived of subrogation and Primary and non-contributory.

Each Occurrence Limit	$5,000,000
Aggregate Limit	$5,000,000

f. Crime Coverages that insure Theft of Client's Property. The Contractor will maintain crime coverage insuring loss of money, securities or property sustained by a client resulting from the theft or forgery committed by an employee.

Each Occurrence Limit	$50,000

g. Property Insurance. The Contractor will maintain property insurance insuring Contractor's equipment and supplies stored on the City's premise. Before providing any services, the Contractor shall furnish an insurance certificate to the City, showing adequate insurance to be in force. Any subcontractors utilized shall be subject to the same insurance requirements above.

7. FURTHER INFORMATION

A. Mandatory Drug and Alcohol Testing Programs. The Contractor certifies that all their employees who may operate a commercial motor vehicle or perform safety sensitive functions for the City 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 Contractor 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 this Contract. Material Safety Data Sheets (MSDS) for City materials will be supplied to the successful Contractor upon request.

C. ADA Statement. The Contractor will comply with all applicable provisions of the Americans with Disabilities Act and applicable Federal regulations under the act.

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."

E. Non-Discrimination Clause. The City does not discriminate against any person on the basis of age, race, religion, creed, color, sex, sexual orientation, veteran status, gender identity, national origin, or disability. Contractor will not discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, disability or veteran status and to include a similar non-discrimination provision in all agreements associated with this Contract.

F. Indemnification. The Contractor shall hold harmless, indemnify and defend the City and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character both to person and property, arising out of, related to or connected to this Agreement or by reasons of the Contractor's performance under this Agreement.

This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursement incurred by or assed to the City's, its officials, employees, agents, contractors and assigns. The Contractor shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its sole option defense or settle such claim, demand, or action.

Contractor understands and agrees that it shall have no right of coverage under any existing or future insurance policies owned by the City. The Owner also acknowledges that the City has no responsibility for any damage caused to the Owner's property by any source.

This indemnification and Hold Harmless provision are effective upon execution and shall be of indefinite duration and shall survive the termination of this Agreement.

G. Independent Contractor. It is hereby understood that any and all employees of the Contractor and all other persons employed by the Contractor in the performance services under this agreement, required or provided for hereunder by the Contractor shall not be considered employees of the City and that any and all claims that may or might arise under the Workers Compensation Act of the State of Iowa on behalf of said employees while so engaged in any and all claim made by any third parties as a consequence of any act or omission on the part of said Contractor's employees while so engaged in the

performance of these services, to be rendered herein by the Contractor shall, in no way, be the obligation or responsibility of the City.

8. ADDITIONAL TERMS

A. General Compliance. In the conduct of the services contemplated hereunder, the Contractor shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Contractor must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

B. Severability. If any portion of this Contract is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Contract shall continue in full force and effect.

C. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

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

E. Headings. Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement

F. Entire Agreement. This Contract, including any attached schedules and exhibits, constitutes the entire contract and understanding between he parties hereto and is the final expression of their contract and no evidence of oral or other written promises shall be binding. This Contract 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 Contract.

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

R.J. LAWN SERVICE, INC.
D/B/A RJ LAWN AND LANDSCAPE

BY: Tyler Kopriva

CITY OF WEST DES MOINES

BY: _____

Ryan T. Jacobson, City Clerk

AS: _____

ATTACHMENT 1
SPECIFICATIONS

CITY OF WEST DES MOINES
PARKS & RECREATION DEPARTMENT

MIDAMERICAN ENERGY COMPANY RECPLEX
LANDSCAPE MAINTENANCE

Turf Mowing

A. Mow and trim all turf areas to four-inch (4") height a minimum of one (1) time per week from the second week of April to the end of October. Contractor shall mow and trim consistently on the same day of the week (as weather allows). Any changes to the mowing schedule shall be communicated with the City to avoid conflicts with facility use. The City reserves the right to require an adjustment to the mowing schedule to accommodate facility use.

B. All trash, litter, debris, and branches must be removed prior to mowing. All grass clippings must be removed from roadways, sidewalks, trails, and mulched areas immediately after mowing and trimming. Artificial turf field surfaces shall be kept free of grass clippings at all times.

C. Any damage caused by mowing activities shall be repaired by the Contractor within one week.

Turf Chemical Applications

A. All chemical applications must be applied by a State of Iowa pesticide applicator certified in the applicable category. All records of chemical and fertilizer applications shall be provided to the City's Public Services Department within 24 hours following each application. 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.

B. The Contractor will be required to submit agronomic plans to the City prior to any chemical application. The Contractor will be allowed the flexibility to choose timing and products to meet the minimum requirements stated below.

C. Crabgrass Control. Apply pre-emerge treatments at labeled rates to achieve season-long control. Utilize post-emerge spot treatment to manage crabgrass escapes where needed.

D. Insect Control. Contractor is responsible for preventing insect damage to turf. This should be achieved using an Integrated Pest Management (IPM) approach utilizing scouting, curative treatments, and or preventative applications. Turf damage due to insect

infestation that requires reseeding will be repaired by the Contractor with City-approved sod or seed and seeding rates at no additional cost to the City.

E. Fertilizer. Apply a minimum of two (2) pounds of nitrogen per one thousand (1,000) square feet per growing season. There is no minimum requirement for phosphorous, potassium, or micronutrients unless need is shown through a soil test. Soil testing to determine nutrient needs shall be the responsibility of the Contractor. All soil tests will be provided to the City upon completion.

F. Broadleaf Weed Control. Generally, a mostly weed-free turf shall be maintained utilizing a spring and fall spot treatment using labeled rates. The City may request additional treatments as deemed necessary by the City.

Native Area Maintenance

A. Mowing. Contractor shall mow native areas shown on the attached map (Attachment A) according to the following schedule:

Year	Mowing	Timing	Height
2022	1	Late June-Early July	4 inches
	2	Late July-Early August	8 inches
	3	Late August-Early September	12 inches
2023	1	Late April-Early May (before weeds flower)	12 inches
2024	1	Late April-Early May	6 inches

B. Weed Control. Eliminate weeds such as Curly Dock, Burdock, Canada Thistle, Wild Parsnip, or Sweet Clover by spot spraying with Roundup or City-approved equivalent and/or by hand pulling.

C. Litter/Trash Removal. Maintain litter/trash-free condition of all native areas from April 1 to November 15 of each year.

Tree Maintenance

A. Deer Protection. Maintain protection from deer on all trees smaller than four-inch (4") caliper from August through March using forty-eight inch (48") high mesh plastic tree guards as approved by the City. Tree guards shall be provided initially by the Contractor but will become the property of the City. Tree guards shall be removed by April 1 of each year and stored by the Contractor until re-installation.

B. Mulch Maintenance. Maintain mulch at an even four-inch (4") depth around each tree with a minimum three-foot (3') diameter circle using dark brown colored/dyed hardwood mulch. Mulch must be no deeper than one-inch (1") at the base of the trunk. All tree mulch maintenance shall be completed by May 1 of each year.

C. Sucker Removal. Remove all suckers and water sprouts from the base of trees and tree trunks as necessary.

D. Weed Control. Maintain weed-free condition in mulched areas around trees by regularly spot spraying with Roundup or City-approved equivalent and/or by pulling weeds from April 1 to November 15 of each year.

E. The Contractor shall notify the City of any low hanging or broken tree branches. The Contractor is not required to prune trees as part of this Contract.

Landscape Bed Maintenance

A. Spring Cleanup. Cut back all ornamental grasses and perennials according to individual plant requirements and remove debris from beds. Pull all weeds from mulched landscape beds and remove all trash and litter. All debris and litter removed from beds shall be legally disposed of off-site.

B. Spring Pre-emergent. Apply Treflan 5G or City-approved equivalent in April at manufacturer's labeled rate.

C. Mulch Maintenance. Maintain three-inch (3") depth of mulch in all landscape beds using dark brown colored/dyed hardwood mulch. All landscape bed mulch maintenance shall be completed by May 1 of each year.

D. Weed Control. Maintain weed-free condition in all landscape beds by regularly spot spraying with Roundup or City-approved equivalent and/or by pulling weeds from April 1 to November 15 of each year.

E. Deadheading. Deadhead perennials as needed according to individual plant requirements.

F. Fall Cleanup. Cleanup all landscape beds, including but not limited to final weeding, removal of trash, litter, and 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 through winter.

G. Litter/Trash Removal. Maintain litter/trash-free condition of all landscape beds from April 1 to November 15 of each year.

Additional Items

A. Paved Area Weed Control. Maintain weed-free condition of all concrete curbs, roadways, parking lots, sidewalks, and trails within premises (Attachment A) by regularly spot spraying with Roundup or City-approved equivalent and/or pulling or cutting weeds flush to paved surface. All chemically treated vegetation must be physically removed within seven (7) days of treatment. Weed control shall take place from April 1 to November 15 of each year.

B. Perennial Replacement. Replace dead or missing perennial plants, including ornamental grasses, upon request by the City. Size of replacement plants shall be 1 gallon container. Water replacement plants until established and guarantee for a period of one (1) year. A current species list is included as Attachment B.

C. Tree Replacement. Replace dead or missing trees upon request by the City. Replacement trees shall be no smaller than one-inch (1") caliper grown using the root pruning (root bag) method. Water replacement trees until established and guarantee for a period of one (1) year. A current species list in included as Attachment C.

D. Bed Edging. Use spade or edger to maintain edge of landscape beds at interface with turf. Remove any weeds or turfgrass remaining in bed area following edging. Rake mulch out to newly established edge.

E. Sod Replacement. Upon request by the City, repair damaged areas of turf by sodding with sod approved by the City. Price shall include providing water and labor to water sod through establishment period.

F. Turfgrass Seeding. Upon request by the City, repair damaged areas of turf by seeding with seed mix approved by the City. Seeding will be done during seeding windows with no watering required.

G. Rough Mowing. Certain portions of the site may be mown on an irregular basis at the request of the City using large area mowers. All trash, litter, debris, and branches must be removed prior to mowing. All grass clippings must be removed from roadways, sidewalks, trails, and mulched areas immediately after mowing and trimming. Artificial turf field surfaces shall be kept free of grass clippings at all times.