

★ Roll Call Number
20-1088

Agenda Item Number
7

Date July 13, 2020

**APPROVING PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC.,
 FOR THE PHASE I OF THE CITY-WIDE STORMWATER MASTER PLAN STUDY,
 NOT TO EXCEED 597,122.**

BE IT FURTHER RESOLVED: That Professional Services Agreement between the City of Des Moines and CDM Smith, Inc., for a total cost not to exceed 597,122, based on hourly rates, to provide professional services for the Phase I of the City-Wide Stormwater Master Plan Study, a copy of which is on file in the office of the City Clerk, is hereby approved as to form and content.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, said Professional Services Agreement for and on behalf of the City of Des Moines, Iowa.

(Council Letter Number 20-302 attached)
 Activity ID 01-2020-016

Moved by Gray to adopt.

FORM APPROVED: s/Kathleen Vanderpool
 Kathleen Vanderpool
 Deputy City Attorney

Funding Source: 2020-2021 CIP, Page Storm Water Improvements – 4, City-wide Storm Water Utility Projects, SM057

SLN

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN				✓
COLEMAN	✓			
GATTO	✓			
GRAY	✓			
MANDELBAUM	✓			
WESTERGAARD	✓			
TOTAL	6			1

CERTIFICATE

I, P. KAY CEMELIK, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

J. M. Franklin Cownie Mayor

P. Kay Cemelik

City Clerk

CITY OF DES MOINES
AGREEMENT FOR PROFESSIONAL SERVICES: HOURLY
CITY-WIDE STORMWATER MASTER PLAN
Activity ID 01-2020-016

THIS AGREEMENT for Professional Services (hereinafter "Agreement") is made by and between the City of Des Moines, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the "City" and CDM Smith Inc., Anthony B. Bouchard, President, 75 State Street, Suite 701, Boston, MA 02109,, hereinafter referred to as the "Consultant", being a corporation organized and existing under the laws of the State of Massachusetts and being duly authorized to do business in the State of Iowa. This Agreement is not valid until signed by the City representative set out below.

WHEREAS, the City is desirous of obtaining professional services in connection with the City-Wide Stormwater Master Plan (hereinafter the "Project"); and

WHEREAS, the Consultant is desirous of performing the professional services for the City in connection with The City-Wide Stormwater Master Plan

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1 - GENERAL

- A. PERFORMANCE:** The performance of the Consultant is limited to the scope of services outlined as hereinafter set forth.
- B. CONSULTANT'S REPRESENTATIONS:** The Consultant represents and agrees that:
1. Consultant is an experienced licensed architectural and/or engineering firm having the ability and skill necessary to perform all the services required of it under this Agreement in connection with the design of the Project having the scope and complexity of the Project contemplated herein; and
 2. Consultant has the capabilities and resources necessary to perform its obligations hereunder; and
 3. Consultant is familiar with all current local, state and federal laws, rules and regulations which are applicable to the design and construction of the Project (including but not limited to city ordinances and building codes of city, state and federal authorities that are applicable to the Project) and that all drawings, plans, specifications and other documents prepared by the Consultant must be prepared in accordance with, and comply with all applicable laws, rules and regulations; and
 4. All plans, drawings, specifications and other documents prepared pursuant to this Agreement must be complete and functional for the purposes intended, and that the Project will be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and
 5. That all services provided by the Consultant shall be performed in a timely manner and shall be performed with that degree of care, skill, and diligence ordinarily exercised under similar conditions and in the performance of projects of a similar nature to the services contemplated by this Agreement by competent members of the architectural and engineering professions. Consultant represents that it has the experience and expertise necessary to provide design and engineering services to result in a functional, operating Project. Consultant shall be responsible for all services provided under this Agreement regardless of whether such services are provided by Consultant or by any subconsultant hired by Consultant.
 6. The Consultant is responsible for the professional quality, technical accuracy, timely completion and the coordination of all plans, studies, designs, drawings, specifications, reports, and other services furnished by Consultant for the City under this Agreement regardless of whether such drawings and documents are prepared by the Consultant or by the Consultant's subconsultant's. The Consultant is responsible for coordination and internal checking of all design documents and for the accuracy of all information contained therein, as fully as if each document were prepared by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its plans, studies, designs, drawings, specifications, reports, or other services.

- C. CITY'S' AUTHORIZED REPRESENTATIVE:** The Des Moines City Manager is the liaison officer between the Des Moines City Council and the Consultant. The City Manager has delegated the administration, general supervision, and approval authority under this agreement to the City Engineer, hereinafter City Engineer. The City Engineer is the City's representative for administration of the services to be performed under this Agreement, and shall receive all communications and information, arrange such conferences as deemed necessary, secure, and obtain all comments, approvals, and notices to proceed from the City, and transmit such comments, approvals, and notices to proceed to the Consultant. The services to be performed by the Consultant under this Agreement shall at all times be subject to the general oversight and administrative approval of the City Engineer.
- D. CONFERENCES:** As the performance of this Agreement progresses, conferences shall be held from time to time at a mutually convenient location at the request of the City Engineer. The Consultant shall prepare and present such information as may be pertinent or necessary to enable the City Engineer to pass critical judgment on the features and progress of services under this Agreement. The Consultant shall make such changes, amendments, or revisions in the detail of any phase of services under this Agreement as may be required by the City Engineer. If alternates or alternatives are to be considered, the City Engineer shall have the right of selection. The Consultant shall, at the request of the City Engineer, appear personally, prepare and present such documents and explanations to the Des Moines City Council as may be requested.
- E. INSURANCE AND INDEMNIFICATION:** The Consultant shall purchase and maintain insurance in accordance with the insurance requirements set forth in Attachment 1 to protect the Consultant and City throughout the duration of this Agreement. The Consultant shall not commit any act which shall invalidate any policy of insurance. The Consultant shall defend, indemnify and hold harmless the City in accordance with the indemnification requirements set forth in Attachment 1. The Consultant shall be subject to all terms and provisions set forth in Attachment 1 and the exhibits thereto.
- F. PROGRESS REPORTS:** The Consultant shall furnish the City with written monthly progress reports, which shall indicate the percentage of work completed, together with a description of the work in progress under this Agreement. The Consultant shall also, upon request of the City Engineer, furnish the necessary documentation to verify the reported progress.
- G. ACCESS TO CONSULTANT'S RECORDS:** The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred in performing work covered by this contract. The City Engineer shall have access to said documents and evidence for the purpose of inspection, audit and copying during normal business hours. All said documents shall be retained for three years from the date of final payment under the contract.
- H. OWNERSHIP OF DOCUMENTS:** Consultant agrees that the City shall become the sole and exclusive owner of all designs, design plans, images, drawings, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form and whatever stage of design, prepared under this Agreement ("the Design Documents"). Consultant hereby irrevocably assigns, transfers and conveys to the City all right, title and interest in and to the Design Documents and all intellectual property rights and proprietary rights arising out of the Design Documents, including copyrights, patents, trademarks, and derivative works and interests therein or related thereto. Consultant warrants to the City that the Design Documents will be free from any claims or encumbrance of intellectual property or proprietary rights of Consultant or any third party, including any employee, agent, contractor, sub-consultant, subcontractor, subsidiary or affiliate of Consultant and Consultant will indemnify the City for any such claims or encumbrances pursuant to Attachment 1. Upon completion or termination of this Agreement, Consultant will immediately turn over to City all Design Documents not previously delivered to City.

To the extent any of Consultant's rights in the Design Documents are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Consultant hereby irrevocably and unconditionally waives such rights and enforcement thereof and agrees not to challenge the City's right in and to the Design Documents.

The City owns the Design Documents, but the City agrees not to re-use the Design Documents developed and provided by the Consultant for this Project, in the construction of another project, without the prior approval of the Consultant, except that the City may re-use such Design Documents, without the prior approval of the Consultant, as long as the City shall indemnify the Consultant against any claim for negligent design relating to its re-use of said Design Documents.

I. TERMINATION: If the City, in its sole discretion, should desire to suspend or terminate the services of the Consultant under this Agreement, such suspension or termination may be effected by the City giving the Consultant written notice. Payment shall be made by the City for services rendered by the Consultant to date of termination as provided in Section 3, B.

J. CHANGES IN SCOPE OF SERVICES:

1. Extra Work: Authorization for extra work shall be evidenced by the City and Consultant in writing, in the form of a Supplemental Agreement. At the discretion of the City, work not called out in the Agreement or which is considered to be beyond the extent of a reasonable exploration of alternates and/or "trial and error" solutions in design procedure may be classed as extra work. Extra work will usually be of limited extent and may consist of, but is not necessarily limited to:

- a. The introduction of new items of work beyond the stated or implied scope of the Agreement.
- b. Redesign and/or detailing based on change of concept after prior approval and authorization to proceed and causing appreciable loss of work accomplished. This item consists of work required to revise plans and/or documents to the state of completion obtained prior to the order for change.

At the option of the City, payment for extra work may be made on a fixed price; a cost plus a fixed fee; time and materials; or other mutually-agreed basis. If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Consultant shall promptly notify the City in writing of that fact. In the event the City determines that such work does constitute extra work, the City shall provide extra compensation to the Consultant as provided for above. No extra work shall be performed by the Consultant without receiving a written agreement from the City in advance.

2. Deletion of Work: Authorization for deletion of work shall be evidenced by the City in writing. At the discretion of the City, work items listed in Section 2 - Scope of Services, or parts thereof, may be deleted from the Project. Reduction to the Consultant's compensation as a result of deletion of work shall be based on the cost estimate of the work deleted. In the event that the Consultant had performed authorized work on the items deleted prior to deletion, the cost of such work shall be retained in the Consultant's compensation.

K. NONDISCRIMINATION: The Consultant hereby acknowledges and agrees:

1. To comply with the Equal Employment Opportunity Program included in the City of Des Moines Contract Compliance Program, which is available at <http://www.dmgov.org/Departments/Engineering/Pages/Documents.aspx> or from the City Engineer's Office.
2. To comply with any and all applicable provisions of the Des Moines Human Rights Ordinance, Chapter 62 of the Des Moines Municipal Code.
3. Not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry, gender identify, familial status, or disability.
4. To include this provision in all subcontracts for this Project.

L. DISADVANTAGED BUSINESS ENTERPRISE/TARGETED SMALL BUSINESS (DBE/TSB) PROGRAM:

It is the policy of the City of Des Moines that Disadvantaged Business Enterprises (DBEs) or Targeted Small Businesses (TSBs), as defined in the City Contract Compliance Program, shall have the maximum opportunity to participate in the performance of City funded contracts and procurements. This Professional Services Agreement does not include any DBE or TSB goal; however, the Consultant is encouraged to solicit DBE or TSB participation, and whenever possible, include DBE or TSB Subconsultants for a portion of the work.

- M. SUBLETTING OR ASSIGNMENT TO SUBCONSULTANT:** The Consultant shall not sublet, assign, or otherwise dispose of any portion of the services to be provided by this Agreement without a written permission to sublet signed by the City Engineer. Requests for permission to sublet, assign or otherwise dispose of any portion of the services shall be in writing, and shall name the individual or organization to serve as the subconsultant (the "Subconsultant"), which will perform the work, the work to be performed, and the dollar amount of the work to be performed. When requested by the City Engineer, the Consultant shall provide a written report showing that the Subconsultant is particularly experienced and equipped for such work. Consent by the City for the Consultant to sublet, assign or otherwise dispose of any portion of this Agreement, shall not relieve the Consultant of any responsibility for fulfillment of this Agreement, nor shall it in any way create a contractual relationship between the City and the Subconsultant. The Consultant agrees to include in and make a part of all subagreements all portions of this Agreement which relate to the Subconsultants' work including the Nondiscrimination portions of this Agreement. Consultant agrees to include in all subagreements that the City is an intended beneficiary of the subagreement. The following listed Subconsultants shall be deemed to be approved when this Agreement is executed: Veenstra and Kimm, Inc. and TREKK Design Group, LLC.
- N. CLOSE-OUT OF AGREEMENT:** Upon completion or termination of Services under this Agreement, the Consultant shall provide the City the following documents:
1. Documents as stated in Section 1.G of the Agreement.
 2. Statement of Final Invoice.
 3. Written report showing the actual amounts paid by the Consultant for services under this Contract to DBE/TSB if a goal is established.
- O. LAWS, REGULATIONS AND CODES:** The Consultant hereby agrees that:
1. All work done as part of this Agreement is subject to current Federal, State, or Local Laws, Regulations and/or Codes and shall comply with such applicable Laws, Regulations and/or Codes.
 2. All design and survey work under this Agreement shall be performed under the direction and control of an engineer, surveyor, or architect licensed in Iowa. Engineering, architectural, and land surveying documents, including plans, specifications, and reports, shall be sealed by an engineer, surveyor, or architect licensed in Iowa.
 3. Consultant shall design all Project elements to comply with all applicable Federal, State and local laws, regulations and building codes, including but not limited to the Americans with Disabilities Act (ADA) as amended.
- P. ATTORNEYS' FEES:** In the event the City is required to enforce the provisions of this Agreement due to a dispute between the Consultant and the City or to collect damages for the breach of this Agreement and if the dispute results in the filing of a legal action and/or demand for arbitration, mediation, or other form of alternative dispute resolution, or if the City is required to protect or defend itself, and the City prevails in whole or in part, the City shall be entitled to reasonable attorney's fees, costs and expenses, including but not limited to out-of-pocket expenses, expert witness fees and costs, depositions, and other expenses of the proceedings, including expenses of collection of any judgments or awards rendered there under.
- Q. DEFENSE COOPERATION:** In the event that the City has to defend any claim or legal action relating to or resulting from goods or services pursuant to this Agreement, including but not limited to the Design Documents, or any other service provided under this Agreement, the Consultant shall cooperate fully with the City in defending such claim or action, including but not limited to, timely response to all requests by the City.
- R. CITY POLICY AND PROCEDURES:** The Consultant hereby agrees to conform to City policy and procedures as they relate to this Agreement. Such policy and procedure shall include but is not limited to the following:
1. Invoice and billings for service.
 2. City adopted Design Standards and specifications.
 3. The Des Moines Engineering Department standard format for reports, plans, and/or specifications includes:

- a. Plan Sheets: 11"x 17" preferred and 24"x36" maximum size in Bentley Microstation digital format preferred or alternate AutoCad format.
 - b. Reports and/or specifications: 8.5"x11" in Microsoft Word digital format.
 - c. Other formats only upon special approval of the City Engineer.
4. Plan-review process including site-plan and review by Boards and Commissions.
 5. Include City Activity ID on all documents related to this Agreement.
- S. NOTICE TO PROCEED:** The Consultant shall not begin work until a written notice to proceed is issued by the City Engineering Department. If Section 2 of this Agreement provides for the work to be completed in phases, a notice to proceed shall be issued for each phase.
- T. INDEPENDENT CONTRACTOR STATUS:** It is expressly understood that Consultant is an independent contractor and not the agent or employee of the City. Consultant is not entitled to tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Consultant shall not have the authority to enter into any contract to bind the City and shall not represent to anyone that Consultant has such authority.
- U. USE OF CITY NAME AND INTELLECTUAL PROPERTY:** Consultant agrees it will not use the City name, logos, trademarks or any intellectual property of the City in any manner, including commercial advertising, portfolio or other business reference, without the express prior written consent of the City.
- V. CONFIDENTIALITY:** Consultant agrees to hold in trust and confidence any confidential and proprietary information, record, documents or data relating to City business that is identified by the City as confidential and proprietary ("Confidential Information"). If Consultant receives a request for disclosure of Confidential Information, Consultant shall immediately notify the City and cooperate with the City on a response to the requestor of such information.
- W. LAWS OF IOWA:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. Consultant, on behalf of itself and insurers, agrees and consents that any causes of action arising out of this Agreement shall be brought in the appropriate court of jurisdiction in Polk County, Iowa and consents, on behalf of itself and insurers, to the jurisdiction of either the United States District Court, Southern District of Iowa or the Iowa District Court in and for Polk County, Iowa.

SECTION 2 - SCOPE OF SERVICES

- A. SERVICES PROVIDED BY CONSULTANT:** Detailed Scope of Services shall be as stipulated in Attachment No. 2, "Scope of Services," to Agreement.
- B. OBLIGATION OF CITY TO CONSULTANT:** The City shall:
1. Provide available information, such as topography, site plans, building plans, mapping, and other information that mutually is agreed upon as pertinent to the Project.
 2. Designate a liaison officer from the City who will work directly with the Consultant to coordinate the collection of City-supplied data, arrange for meetings, and be responsible for the general coordination between the City and the Consultant.

SECTION 3 - COMPENSATION:

The Consultant shall be compensated by the City as follows:

- A. HOURLY:** Compensation to the Consultant for all services under this Agreement shall be on the basis of hourly labor rates, and reimbursable costs as shown in the current Consultant's Standard Fee Schedule as shown in Attachment No. 3. The total compensation for the Project services shall not exceed \$597,122.00 without prior approval of the City.

The Consultant shall bill services based on the Consultant's current standard fee schedule at the time

services are rendered, subject to the fee schedule being approved by the City Engineer in writing. Any adjustment or change in the standard fee schedule will not affect the maximum fee set forth above.

- B. TERMINATION:** In the event of termination under Section 1.I of this Agreement, compensation to the Consultant shall be as follows:
1. Salary costs and reimbursable expenses incurred for completed portion of work to date of termination.
 2. For incomplete portions of work, compensation for Consultant's services rendered to date of termination based upon the Consultant's standard hourly rates
 3. Compensation due subconsultants for services rendered to the date of termination, plus reimbursable expenses incurred for services.
- C. DEFINITIONS:** The following definitions shall be used:
1. Salary costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, technicians, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
 2. Reimbursable expenses mean the direct non-salary expenses incurred by the Consultant which are directly attributable and properly allocable to the Project. Such costs are not included in the overhead expense pool and may include: travel and subsistence, reproductions, computer charges, materials and supplies.
- D. TAX LIABILITY:** Consultant agrees that Consultant is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the City will not deduct such taxes from payment to Consultant.

SECTION 4 - COMPLETION OF WORK: The Consultant shall complete all services outlined in this Agreement on or before June 30, 2021 providing no unforeseen delays are experienced beyond the control and without the fault or negligence of the Consultant.

SECTION 5 – PRIMARY CONTACTS FOR THIS AGREEMENT: The City Engineer has designated the primary contact person for the City of Des Moines as Patrick Beane, PE, Public Works Clean Water Program Administrator, City of Des Moines, 3000 Vandalia Road, Building 96, Des Moines, Iowa, 50317, 515-323-8048, PABeane@dmgov.org. All communications directed to the City must be in writing to Patrick Beane.

The primary contact person for CONSULTANT, shall be Jessica Veach, PE, Water Resources Engineer, 9200 Ward Parkway, Suite 320, Kansas City, MO 64114, 816-412-3139, veachjl@cdmsmith.com. All communications directed to the Consultant must be in writing, such as payments, contracts, etc., directed to Jessica Veach.


Any notice required by this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices shall be deemed to be received by the party to whom directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed below:

To City: Patrick Beane, PE
3000 Vandalia Road, Building 96
Des Moines, IA 50317

To Consultant: Jessica Veach, PE
9200 Ward Parkway, Suite 320
Kansas City, MO 64114

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, as of this 13th day of July, 2020.

CITY OF DES MOINES, IOWA



T.M. Franklin Cownie, Mayor

CDM SMITH, INC.



Jessica Veach, Client Service Leader

FORM APPROVED:



Kathleen Vanderpool, Deputy City Attorney

ATTEST:



P. Kay Comelik, City Clerk

ATTACHMENT 1

CITY OF DES MOINES, IOWA PROFESSIONAL SERVICES - GENERAL

INSURANCE & INDEMNIFICATION REQUIREMENTS

For the purposes of this Attachment and all provisions included herein, the term "CITY" shall mean the City of Des Moines, Iowa, including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf.

1. GENERAL

The CONSULTANT shall purchase and maintain insurance to protect the CONSULTANT and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "non-admitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies, except professional liability, shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

- A. COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of the CITY is required as per paragraph 2.F. below.***

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form. ***The CITY shall not be included as an Additional Insured.***

- B. CONTRACTUAL LIABILITY: The Contractual Liability coverage required above shall include the cost of defense and settlement. CONSULTANT agrees to submit to its insurance carrier, on behalf of the CITY, any claim or demand against the CITY for which the CONSULTANT has agreed to defend, indemnify and hold the CITY harmless in Section 3 Indemnification below, and to do so in a timely manner so required in its insurance policies.
- C. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: As required by State of Iowa Workers' Compensation Law, the CONSULTANT shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage. The Workers' Compensation Insurance shall be written with State of Iowa statutory limits. If, by Iowa Code Section 85.1A, the CONSULTANT is not required to purchase Workers' Compensation Insurance, the CONSULTANT shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. ***Waiver of Subrogation in favor of the CITY is required as per paragraph 2.F. below.***

- D. PROFESSIONAL LIABILITY INSURANCE: Professional Errors and Omissions Insurance with limits not less than \$1,000,000 per claim and in the aggregate.
- E. CANCELLATION & NONRENEWAL NOTIFICATION: The CONSULTANT shall provide the City with no less than ten (10) days notification of cancellation or nonrenewal of the General Liability Insurance and Professional Liability Insurance policies required above.
Written notifications shall be sent to: City of Des Moines, Engineering Department, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.
- F. WAIVER OF SUBROGATION: To the fullest extent permitted by law, CONSULTANT hereby releases the CITY from and against any and all liability or responsibility to the CONSULTANT or anyone claiming through or under the CONSULTANT by way of subrogation or otherwise, for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The CONSULTANT'S Workers Compensation Insurance and General Liability Insurance policies shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY including its elected and appointed officials, agents, employees and volunteers, and others working on its behalf.
- G. PROOF OF INSURANCE: The CONSULTANT shall provide the following proof of insurance to the CITY:
- Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through F above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Agreement under "Description of Operations/Locations/Vehicle/Special Items" and indicate Waiver of Subrogation by marking the corresponding boxes on COI and/or including a statement of compliance under Description of Operations.
Mail Certificates of Insurance to: City of Des Moines, Engineering Department, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.
- H. AGENTS, SUBCONSULTANTS AND SUBCONTRACTORS: The CONSULTANT shall require all its agents, subconsultants and subcontractors who perform work and/or services on behalf of the CONSULTANT to purchase and maintain the types of insurance customary to the industry or trade related to the services being provided.

3. **INDEMNIFICATION REQUIREMENTS**

For other than professional services rendered, to the fullest extent permitted by law, CONSULTANT agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with CONSULTANT'S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT.

For professional services rendered, to the fullest extent permitted by law, CONSULTANT agrees to pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs and economic damages that may be recovered from or

suffered by the CITY that arise out of any negligent act, error or omission of the CONSULTANT including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT.

CONSULTANT'S obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by CONSULTANT arising out of or in any way connected or associated with CONSULTANT'S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT, except to the extent caused by or resulting from the negligent act or omission of the CITY.

CONSULTANT expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with CONSULTANT'S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONSULTANT.

CONSULTANT shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and CONSULTANT will observe all applicable safety rules.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105	
	E-MAIL ADDRESS:		
INSURED CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: LM Insurance Corporation		33600
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C: Lloyd's syndicate No. 2623		AA1128623
	INSURER D: Commerce & Industry Ins Co		19410
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570083007952 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TB7611B8T8Z6040	01/01/2020	01/01/2021	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA561DB8T8Z6010 AOS WC5611B8T8Z6020 WI	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					01/01/2020	01/01/2021	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: City of Des Moines, Engineering Department, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309. A waiver of Subrogation is granted in favor of City of Des Moines, Iowa in accordance with the policy provisions of the General Liability and workers' compensation policies. The General Liability policy includes the perils of (XCU) Explosion, Collapse and Underground. Contractual Liability policy is included, subject to the terms, conditions, limitations and exclusions of the General Liability policy.

CERTIFICATE HOLDER

City of Des Moines, Iowa
 Attn: Patrick Beane
 3000 Vandalia Road, Building 96
 Des Moines IA 50317 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc.

Holder Identifier : CDHU

Certificate No : 570083007952





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570083007952			
CARRIER See Certificate Number: 570083007952	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WA761DB8T8Z6030 MA & PR	01/01/2020	01/01/2021		
	OTHER							
C	Archit&Eng Prof			PSDEF2000033 Professional/Claims Made	01/01/2020	01/01/2021	Each Claim	\$1,000,000
							Aggregate	\$1,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570083007952			
CARRIER See Certificate Number: 570083007952	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Professional Liab Policy # PSDEF2000033

Beazley (Syndicates 2623/0623) - 37.5%

BRIT (Syndicate 2987) - 31.25%

Ms Amlyn (Syndicate 2001) - 12.5%

Munitus (Syndicate 4242) - 12.5%

Re/Rn (Syndicate 1458) - 6.25%

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
A Schedule of each person or Organization provided to us by the First Named Insured within 15 days of written cancellation notice received by the First Named Insured for any reason other than nonpayment of premium As Required by Written Contract		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

Issued by: LM Insurance Corp.

For attachment to Policy No WA5-61D-B8T8Z6-010
\$ 0

Effective Date 1/1/2020

Premium

Issued to: CDM Smith Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

Issued by: Liberty Insurance Corp.

For attachment to Policy No WA7-61D-B8T8Z6-030
\$ 0

Effective Date 1/1/2020

Premium

Issued to: CDM Smith Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

Issued by: LM Insurance Corp.

For attachment to Policy No WC5-611-B8T8Z6-020
\$ 0

Effective Date 1/1/2020

Premium

Issued to: CDM Smith Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on file with Broker	Per Schedule on file with Broker	30

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation

For attachment to Policy No. WA5-61D-B8T8Z6-010 Effective Date: 1/1/2020 Premium \$

Issued to CDM Smith Inc.

ATTACHMENT 2: SCOPE OF SERVICES
CITY-WIDE STORMWATER MASTER PLAN
Activity ID 01-2020-016

The City of Des Moines, IA (City) seeks to develop a comprehensive Stormwater Master Plan (SMP) to mitigate flooding of public and private property, manage the operation, maintenance, and renewal of City stormwater assets, and reduce impacts of stormwater on water quality, all while delivering stormwater services at the lowest life-cycle cost. The City desires a phased approach to the development of the SMP. This Scope of Work outlines the tasks and work elements which shall be performed by the CONSULTANT for the SMP - Phase 1.

The purpose of the SMP – Phase 1, is to:

- assess existing City information, programs, and practices
- identify stormwater programs, policies, and regulations to enhance
- identify stormwater systems where capital planning is needed
- provide recommended processes, protocol, and standards to fulfill identified data, program, policy, regulation, and capital planning needs during future phases of the SMP.

Stormwater system structural condition assessments, further characterization of flooding or water quality problems beyond existing published information, and development of new policies or regulations are anticipated to be completed in future phases of the SMP.

The following SMP - PHASE 1 Scope of Work includes these primary tasks:

- Task 1 Project Management and Coordination
- Task 2 Data Needs Assessment
- Task 3 Asset Management
- Task 4 Capital Planning
- Task 5 Administrative and Regulatory Planning
- Task 6 Stormwater Masterplan - Phase 1 (SMP - PHASE 1) Report

Each primary task is then further organized into subtasks to better describe the work items.

Task 1 Project Management and Coordination

The following paragraphs describe the tasks and activities that shall be completed by the CONSULTANT to manage the CONSULTANT's project team, track project financials and

schedule, and coordinate with City staff and identified stakeholders to build consensus and buy-in around the SMP objectives, goals, processes, and priorities for Phase 2 stormwater master planning.

The City will be responsible for identifying and providing contact information of interdepartmental and external stakeholders (SAC), announcing meetings, and providing the location/facility for the meetings and workshops described below.

Task 1.1 Project Administration: The CONSULTANT shall conduct project management and administrative tasks as necessary to manage the progress of work. This may include routine team coordination, monthly invoicing, schedule updates, budget tracking, progress reports, subconsultant management, quality assurance, and quality control.

5 months of project administration is estimated for this task.

Task 1.2 Kickoff Meeting: The CONSULTANT shall conduct a full-day (8 hour) kickoff meeting with the City to identify project goals, establish critical success factors, initiate project data collection, establish SMP - PHASE 1 stakeholder engagement protocol, and finalize the SMP - PHASE 1 Work Plan. The project manager, task leaders, and a facilitator shall attend on behalf of the CONSULTANT. The meeting will consist of four sessions including the first session addressing Phase 1 as a whole, and three subsequent sessions for each of the three program elements (asset management, capital planning, and administrative and regulatory planning).

The CONSULTANT shall prepare an agenda before the meeting and shall distribute meeting minutes within a week of the meeting date.

Task 1.3 Workshops: The CONSULTANT shall conduct six (6) interactive workshops to review existing City practices and information, evaluate industry best practices, build consensus toward refined City practices, and establish Phase 2 protocol. The workshops will consist of four (4) workshops with City staff (interdepartmental) and four (4) with the City's Stormwater Advisory Committee (SAC). The interdepartmental workshops will be a total of 8 hours divided into specific topics for specific staff engaged in the three program elements. The CONSULTANT project manager shall participate in person, with task managers and other key staff participating via teleconference. The SAC workshops will be 2 hours each, facilitated by the CONSULTANT project manager.

An agenda for each workshop shall be provided in advance to clearly identify the topics to address and the staff/stakeholders to engage. The CONSULTANT shall provide written documents, presentations, and other materials needed to facilitate the discussions. Meeting minutes shall be distributed within a week of the meeting date.

Deliverables for Task 1 Project Management and Coordination:

- *Agendas and meeting minutes for all meetings and workshops*
- *Monthly invoices and progress reports*
- *SMP - PHASE 1 Work Plan*

Task 2 Data Needs Assessment

The CONSULTANT shall coordinate with the City to obtain the following and as well as additional items identified by the CONSULTANT if available. This data includes:

- Previous reports and studies,
- Existing resident complaint records and related historic photographs,
- City rebate program information,
- Stormwater system asset data (e.g., open and closed storm drainage systems, stormwater quantity/quality control facilities, pump stations, levees, floodwalls,
- GIS data,
- LiDAR topographic data and available survey data,
- Polk County soils data,
- Historic aerial photos,
- Previous stormwater study associated models (where available),
- Present and future land use;
- Groundwater levels;
- FEMA FIS, floodplains/FIRMs, and models;
- USGS stage-flows for rivers and stream;
- Water quality assessments and reports;
- National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) data and annual reports;
- City stormwater CIP projects;
- Stormwater utility data;
- Operations and Maintenance (O&M) data and records;
- Stormwater ordinances, standards and criteria.
- Regional community information/programs (Water Management Authorities, Polk County Public Works, Polk County Soil and Water).

The CONSULTANT shall evaluate the completeness and consistency of the existing data for SMP development and implementation. Where data gaps and deficiencies are noted, requirements for additional data or data conversion shall be identified by the CONSULTANT. Based on this assessment, the CONSULTANT shall work with various City departments to develop a supplemental data collection plan to support future phases of the SMP development and implementation.

Task 2.1 Assess Stormwater Asset Data: The CONSULTANT shall assess available data about stormwater assets in the City (i.e., open and closed storm drainage systems, stream crossings, stormwater quantity/quality control facilities, pump stations, and levees), including their geographic location, ownership, storage and conveyance attributes, structural condition, and operation and maintenance (O&M) history. Based on this assessment, the CONSULTANT shall draft data requirements based on the defined asset management program goals and objectives (defined during the project kick-off workshop under Task 1) and the recommendations of other SMP - PHASE 1 tasks. The data requirements will specify the data that will be needed for different stormwater asset types and that can realistically be obtained and sustained. The data requirements will specify the attribute information that must be populated to support risk assessments and long-term renewal planning. In addition, the CONSULTANT shall compare asset data requirements with available asset data and identify data gaps to fill during future SMP phases.

Task 2.2 Assess Hydrologic and Hydraulic Data: The CONSULTANT shall collect and evaluate the available hydrologic data available for areas in the City or tributary to the City. This data may include existing land cover; projected future/buildout land cover; existing impervious surfaces; recent topography, orthophotography and/or LiDAR; soil series delineations/attributes; stream centerline, floodway, and floodplain delineations; available rainfall/rain gauge data/statistics; and stream gauge data/statistics. The CONSULTANT shall conduct data analysis

activities as part of this task to determine the suitability of available hydrologic data sets for future SMP phases in the following areas:

- The data source, type (digital and/or hardcopy) and its availability for use by the City
- The date or date ranges reflected by the data,
- The areal coverage of each data set and any gaps in the City, and
- The resolution and/or accuracy of the data.

Gaps between the available data and the data requirements for future SMP phases and requirements for collecting additional data will be identified.

Task 2.3 Identify Known Stormwater Problems: The CONSULTANT shall develop an ESRI ArcGIS geodatabase of the known location of stormwater flooding, asset condition, and/or water quality problems in the City, identified by collecting such data from City staff and/or published information. Geodatabase information will be based upon documented eyewitness accounts and photographs, findings of published studies (e.g., previous City studies and models, FEMA flood insurance studies/rate maps, Iowa DNR water quality assessments/ TMDLs (Total Maximum Daily Loads), documented system inspections, and staff interviews. Problem area data will be categorized into each type in the geodatabase with appropriate metadata. The stormwater problem geodatabase will log any known or perceived challenges to resolving each problem.

Task 2.4 Assess Available Stormwater Models: The CONSULTANT shall evaluate existing stormwater models of sub-watersheds within the City (HEC-HMS, HEC-RAS, USEPA SWMM, XPSWMM, PCSWMM, etc.) that were developed for FEMA floodplain mapping or as part of a previous or planned stormwater study or project completed by the City. The CONSULTANT shall conduct the following data analysis activities as part of this task:

- Identify areas where models are and are not available
- Identify the date of the modeling study/dataset, the name and version of the modeling software used, and model levels of detail and features applied during the study
- Identify areas where models overlap or where proposed improvements in the model can affect downstream models or projects
- Determine the availability and format of the model data (e.g., hard copy, legacy electronic files/media, data conversion availability)
- Evaluate the available models to determine whether the model is suitable to meet Phase 2 SMP requirements or needs further verification, resolution, and/or update
- Models and/or modeling data suitable for future SMP phases shall be identified by the CONSULTANT.

Task 2.5 Develop Draft Data Availability and Collection Plan: The CONSULTANT shall prepare a Draft Data Availability and Collection Plan, formatted as a section

of the final SMP - PHASE 1 Report. This Plan will document the data requirements and supplemental data needed to perform future SMP phases, informed by the findings of Task 1 and the other SMP - PHASE 1 Tasks. Topics include:

- Available data coverage and gaps,
- Data sources, formats, and resolution/accuracy requirements,
- Supplemental data collection types, locations, protocol, and costs, and
- Data collection forms and protocol.
- Recommendations on internal data storage and access

For the Purpose of this Agreement for Task 2 Data Needs Assessment:

- *The cost associated with stakeholder workshops and interviews is included in Task 1 Project Management and Coordination.*
- *The cost to address City comments and finalize the Data Availability and Collection Plan is included in Task 6 SMP - PHASE 1 Report.*

Deliverables for Task 2 Data Needs Assessment:

- *Draft Data Availability and Collection Plan, formatted as a draft report section*

Task 3 Asset Management

Task 3.1 Conduct Asset Management (AM) Needs Assessment: In this task the CONSULTANT shall develop a detailed understanding of the City's related data, processes, tools, and capabilities and shall identify the specific gaps that will need to be addressed to achieve the City's desired stormwater goals and objectives (defined during the project kick-off workshop).

The CONSULTANT shall spend one week (up to 40 hours) conducting interviews with stakeholders across the City to understand the current state of related software, business processes, operations and maintenance practices, and staffing. The interviews shall be conducted after the data provided by the City has been reviewed. The interviews will be used to validate findings and to identify any opportunities and concerns related to data reliability or sustainability.

The CONSULTANT shall prepare a technical memorandum (TM) formatted as a draft report section that documents the asset management data requirements and that identifies the relevant gaps in the City's data, business processes, software, system integrations, organizational structure, capabilities, and staffing that should be addressed to support the program. The draft TM shall be provided to the City for review and, when finalized, it will serve as the foundation for the Asset Management Implementation Plan prepared under Task 3.4.

Task 3.2 Develop Asset Management (AM) Standards: The CONSULTANT shall work with the City to develop an appropriate AM framework that encompasses all the City's stormwater assets and is compatible with a future sanitary sewer asset framework. The execution of this Task shall follow the needs assessment interviews so that existing standards and strategies

utilized by the City can be reviewed and leveraged as appropriate. The AM Standards that will be developed with direct input and involvement from the City are:

- **“Asset” Definition:** The CONSULTANT shall facilitate a workshop under Task 1 to define what should be included in the program and the level at which assets should be recorded in Lucity and GIS. The CONSULTANT shall present to the City recommended guidance for characterizing which items should be individually cataloged and maintained in the City’s information systems.
- **Condition Assessment Framework:** The CONSULTANT shall facilitate a workshop under Task 1 to define a general framework for performing condition assessments that can be applied to any stormwater asset. The framework will define the scale that should be used (e.g., 1-5, 1-10) and will characterize the severity of observable defects, the degree to which function is affected, and what City staff know about the maintenance history and past reliability of the assets.
- **Risk Assessment Framework:** The CONSULTANT shall facilitate a workshop under Task 1 to discuss how the Likelihood of Failure (LoF), Consequence of Failure (CoF), and Redundancy of different asset classes should be evaluated, how those scores could be combined to produce overall Risk scores, and the circumstances that warrant a different approach to scoring risk. The draft risk assessment framework that is developed during the workshop shall be tested and implemented in Phase 2. The risk assessment framework(s) shall account for both linear and non-linear assets (i.e., pump stations). The CONSULTANT shall define how linear assets should be evaluated for risk assessment of linear systems during future SMP phases. Scoring linear assets usually involves performing a spatial analysis of the stormwater system assets to determine the consequences of an individual failure. The CONSULTANT shall describe how attribute, spatial, and utility network data should be utilized to score each CoF factor during future SMP phases.

Task 3.3 Assess Operation and Maintenance Practices: The CONSULTANT shall review the City’s current stormwater O&M practices using the work history, recurring tasks, and schedules in Lucity assessed during Task 2. The history and thought process behind the City’s current practices shall be discussed during interviews conducted under Task 1. Then, the CONSULTANT shall apply experience working with other stormwater utilities across the country and knowledge of stormwater best practices to recommend adjustments to current City O&M practices and frequencies. Recommendations shall be provided for the City’s consideration, reviewed at a workshop conducted under Task 1, and refined based upon input from the City.

Task 3.4 Develop Draft Asset Management Implementation Plan: The CONSULTANT shall develop a Draft Asset Management Implementation Plan (DAMI Plan), formatted as a section of the final SMP - PHASE 1 Report. The DAMI Plan shall be based on the results of the Task 2 Data Needs Assessment and the asset management needs assessments conducted under Task 3. This DAMI Plan shall address important software, business process, and staffing gaps. Depending on the gaps that are identified, the DAMI Plan shall recommend, for example, how the asset inventory should be developed and sustained, how condition and risk assessments should be performed and results recorded, the high-level requirements for any new software tools or integrations that will be needed, and organizational or staffing changes that may be appropriate to ensure the City can sustain the program. The DAMI Plan shall also specify the City’s anticipated level of effort, costs, and a conceptual schedule for implementation under future phases of the SMP.

For the Purpose of this Agreement for Task 3 Asset Management:

- *The cost associated with collecting information about current City O&M practices is included in Task 2 Data Needs Assessment.*
- *The cost associated with stakeholder workshops and interviews is included in the Task 1 Project Management and Coordination.*
- *The cost to address City comments and finalize the Asset Management Implementation Plan is included in Task 6 SMP - PHASE 1 Report.*
- *Any support the City requires to implement the Operations and Maintenance recommendations shall be provided in future SMP phases.*

Deliverables for Task 3 Asset Management:

- *Draft and Final Asset Management Needs Assessment TM formatted as a draft report section*
- *Draft and Final Asset Management Standards TM formatted as a draft report section*
- *Draft and Final Operations and Maintenance Recommendations TM formatted as a draft report section*
- *Draft and Final Asset Management Implementation Plan TM formatted as a draft report section*

Task 4 Capital Planning

The purpose of this task is to assist the City in establishing desired level of service (LOS) objectives for the stormwater program and to develop capital planning processes for future SMP phases. The CONSULTANT shall review existing City programs and work collaboratively through interactive workshops with City Staff and stakeholder advisory committee meetings under Task 1 to build consensus around LOS objectives and capital planning processes. The Draft Capital Planning Processes shall be formatted as a draft report section and reviewed with City stakeholders.

Task 4.1 Establish Level of Service Objectives (LOS): LOS objectives for flooding shall consider critical flood depths, flood frequencies, and the impact to buildings/roadways threatened by flooding, while LOS objectives for water quality shall consider regulatory requirements and design approaches that incorporate water quality enhancements, if desired by the City. The CONSULTANT shall evaluate existing City performance objectives and design criteria, provide best in class examples, and facilitate discussion at interdepartmental and SAC workshops conducted under Task 1 to determine LOS objectives for future SMP phases, as well as develop a site-specific methodology to establish cost-effective LOS objectives for retrofitting stormwater controls into areas of existing development. External presentations on LOS will be tailored as agreed upon by the CONSULTANT and the City as a result of discussions between CONSULTANT and City.

Task 4.2 Define Planning and Project Definition Process: The CONSULTANT shall develop the capital planning process that will be used to develop capital plans during future SMP phases and subsequent stormwater planning projects conducted by the City. The objective is

to provide the City with a standard, consistent methodology for developing capital projects. This process shall adapt industry-leading processes to the watershed conditions and agency/public preferences in Des Moines. The capital planning process shall address the following topics:

- Use of field assessments, H&H modeling, water quality modeling, and other assessment methods to characterize risk associated with flooding, erosion, and water quality problems under existing and build-out land cover conditions;
- Criteria and methods for grouping interrelated problems into problem areas for alternative evaluation;
- Feasible stormwater management technologies and performance standards for conditions and preferences in Des Moines;
- A process to integrate appropriate stormwater technologies into two alternative strategies for addressing each stormwater problem area;
- A methodology for evaluating alternative stormwater management strategies based on quantitative and qualitative criteria such as life-cycle cost, risk-reduction achieved, implementation considerations, and ancillary benefits/impacts to the environment, community, and economy;
- A methodology to establish site-specific LOS objectives that balance cost, risk reduction, and ancillary benefits;
- Affordability considerations affecting investments in stormwater infrastructure over the 25-year financial planning period;
- A risk-based framework that will be used to prioritize the projects recommended under future SMP phases and City planning projects in order to equitably allocate funding across stormwater basins;
- Project phasing and sequencing considerations for complex, long duration and/or higher-cost projects; and
- SMP and project definition content/formats for near-term (e.g., 5-year) and long-term projects.

Options for capital planning processes and criteria shall be presented to the City during interactive workshops under Task 1 for discussion and consensus-building.

Task 4.3 Prepare Draft Capital Planning Process: The CONSULTANT shall summarize the findings of Task 4 in a Draft Capital Planning Process, formatted a draft section of the SMP - PHASE 1 report. The City shall provide a compiled set of review comments to the CONSULTANT. Under Task 6, the CONSULTANT shall provide a response to comments for approval by the City to finalize the Capital Planning Process section of the final SMP - PHASE 1 report.

For the Purpose of this Agreement for Task 4 Capital Planning:

- *The cost associated with collecting any data about known stormwater problems and existing capital planning processes is included in Task 2 Data Needs Assessment. Data*

collected and processed as part of Task 2 is assumed to be sufficient and reusable for Task 4, and no additional data review or processing has been included in this effort.

- *The cost associated with stakeholder workshops and interviews is included in Task 1 Project Management and Coordination*
- *The cost to address City comments and finalize the Capital Planning Process is included in Task 6 SMP - PHASE 1 Report. .*

Deliverables for Phase 1 Capital Planning Task:

- *Draft Capital Planning Process, formatted as a draft report section.*

Task 5 Administrative and Regulatory Planning

Under this task, the CONSULTANT shall evaluate the responsiveness of City stormwater program administration and recommended enhancements. This assessment shall address improved approaches to address existing/anticipated state/Federal regulations, regulation of stormwater system use by City residents, outreach to and engagement of residents and other stakeholders, and staff development needs. Issues shall be identified, discussions held, and consensus built under Task 1 workshops with City staff and other stakeholders. A TM shall be prepared as a draft report section to identify issues and describe recommendations.

Task 5.1 MS4 Programs Review: The CONSULTANT shall perform a comprehensive review of the City's NPDES MS4 permit program. The review shall include documents provided by the City (e.g., the City's MS4 Stormwater Management Program (SWMP) Plan, annual reports), interview staff responsible for program activities (e.g., public education/outreach, illicit discharge detection and elimination, and construction/development site plan reviews and inspections). The CONSULTANT shall also perform walk-through assessments up to one half day (4-hours), of City facilities and operations with their City supervisors to identify pollutant sources and review current pollution prevention activities. City facility locations shall be agreed upon between the City and the CONSULTANT. A report shall be prepared to identify potential program enhancements to address program effectiveness and anticipate the effects of future MS4 permit requirements identified through research of regulatory trends and/or industry-leading programs. Findings shall be provided to the City as a separate TM for potential incorporation into the City's MS4 SWMP Plan and/or annual reports, and to prepare for future permit assessments by Iowa DNR and/or USEPA.

Task 5.2 Identify Policy Development Needs: The CONSULTANT shall conduct an initial workshop with City staff under Task 1 to review existing regulations/regulatory programs, discuss emerging regulatory trends, and identify key challenges affecting the City's stormwater program. This task will build on that workshop's findings and recommendations.

Challenges may involve existing/emerging State or Federal regulations (e.g., IDNR/USEPA MS4 Permit, FEMA floodplain management, USACE regulation of disturbance to waterbodies, state dam safety regulations) or existing City administrative or regulatory programs (e.g., system connections, development plan reviews, stormwater utility regulations, floodplain regulations, on-site drainage and stormwater controls, stormwater facility O&M). The City and the CONSULTANT shall identify up to four administrative and/or regulatory challenges at this initial workshop that require policy development.

For each challenge identified at the initial workshop, the CONSULTANT shall prepare a white paper that (a) summarizes current City policies, regulations, and programs, (b) describes existing and anticipated challenges, (c) provides examples of policies, regulations, and programs used by industry leaders to address these challenges, and (d) provides a work plan for preparing policy statements, revising regulations, and developing program protocol during Phase 2 of the SMP.

Draft white papers shall be sent to appropriate City staff and/or stakeholders in advance of subsequent workshops conducted under Task 1, where they shall be presented and discussed as necessary to clarify issues and establish policy direction. The CONSULTANT shall provide examples of regulations and policies. The CONSULTANT shall then revise each white paper to consolidate workshop feedback, incorporate policy direction, and clarify Phase 2 work plan requirements.

Task 5.3 Assess Public Engagement and Outreach Methods: The

CONSULTANT shall assess the effectiveness of the City's public engagement and outreach methods, particularly to City stormwater utility ratepayers and to the development and engineering communities. This assessment shall be based upon City program materials and historic feedback from stormwater stakeholders on City engagement/outreach efforts collected under Task 2 and discussed with City staff at Task 1 workshops. As part of this task key challenges and potential areas of improvement shall be identified and public engagement/outreach methods of industry leaders shall be reviewed. Based on these assessments, the CONSULTANT shall prepare a public outreach plan. This plan shall include specific protocol for public engagement and outreach during SMP development, as well as development of public engagement and outreach mechanisms to be implemented in support of future SMP implementation activities. In addition to the plan, The CONSULTANT will assist the City in the development of an on-line tool that will be used to collect information on current and historical flooding information from the public.

Community Outreach Plan: The CONSULTANT will prepare a community outreach plan to inform and facilitate participation in documenting neighborhood flooding impacts as a citizen science initiative. As part of Plan preparation, The CONSULTANT will collaborate with the City of Des Moines on development of SMART (specific, measurable, achievable, realistic, timely) outreach objectives and key messaging to the public.

SMART objectives will help formalize who, when, and how to engage community stakeholders on outreach key messaging. These Plan components will aid in focusing outreach efforts to neighborhoods which are most vulnerable to flooding impacts and communities who may not have participated in previous outreach activities. The Plan will include a compilation of community outreach SMART objectives, key messages for the public engagement, modes of communication, and target community groups. The community outreach plan will also include preparation of a draft press release and Fact Sheet to announce the flood tracking study and solicit participation. The Fact Sheet can serve as a resource for development of future outreach materials, such as mailers and social media posts

Consideration of community values during the outreach planning helps the project team to be more informed on key messages and development of outreach material. A desktop analysis of community demographics and community flooding-related media articles and social media will be performed to develop a basic stakeholder assessment to support Plan development. This analysis will also include identification of community liaisons/groups and community centers/events as opportunities for collaboration and engagement, as well as recommendations to build capacity in flood tracking participation at the community level.

User Experience (UX) Support: The CONSULTANT understands the importance of public outreach and the value of data collected from the public regarding stormwater issues. Engaging the public in a way that maximizes response is a challenging process, therefore the Consultant recommends applying a User Experience (UX) framework to improve the clarity and understandability the public engagement materials

The CONSULTANT's UX team will help establish a shared understanding of who the City intends to reach online, the City's communication goals and messaging, and what the City intends to learn from its residents. With this information, the Consultant will:

- Assist the City with determining how to use existing online interfaces with the public (e.g., the City's website) and selecting which new product(s) (e.g., Survey123 for ArcGIS, map.social, etc.) to adopt to achieve its online public outreach goals
- Provide guidance, in various forms, to prepare and implement the core components of the online public outreach effort

Website Design The CONSULTANT will provide website design guidance and mockups for webpage(s) to be added to the City's Public Works website to inform the public about the City's SMP public outreach efforts, present the survey to the public, and solicit their participation in the survey. Consultant will facilitate a review of the webpage design(s) with the City and revise designs per the City's feedback. Final designs and related guidance will be provided to the City's IT department to build the webpages. Prior to their deployment, The CONSULTANT will conduct a usability and content review of the built webpage(s) and recommend revisions, if any.

Survey Design The CONSULTANT will provide survey design guidance for and draft an online questionnaire to collect information about stormwater problems that City residents have historically faced. Consultant will facilitate a review of the draft survey with the City and revise its design per the City's feedback. The final survey design and related guidance will be provided to the City's IT department to help them build the online survey. Prior to its deployment, The CONSULTANT will review the built survey and recommend revisions, if any.

Deliverables for Task 5.3:

- *Draft and Final Public Outreach Plan*
- *Draft and Final Fact Sheet*
- *Draft and Final Press Release for City use*
- *Medium-fidelity mockups demonstrating the design of 1-2 webpage(s) to be added to the City's Public Works website*
- *A draft survey prepared in Microsoft Word, and if desired Survey123 Connect*
- *A PDF version of the final survey to be filled out by hand, if desired*
- *Review spreadsheet(s) containing review feedback and recommended revisions*

Task 5.4 Prepare Draft Administrative Plan: The CONSULTANT shall compile the findings of Task 5 into a draft Administrative Plan formatted as a section of the SMP - PHASE 1 Report, addressing:

- The MS4 Program Review Report recommendations (Task 5.1)
- The work plan for preparing policy statements, revising regulations, and developing program protocol (Task 5.2).
- The public engagement and outreach work plan (Task 5.3).

For the Purpose of this Agreement for Task 5 Administrative and Regulatory Planning:

- *The cost associated with collecting any data about existing City policies, regulations, and regulatory programs is included in Task 2 Data Needs Assessment.*
- *The cost associated with stakeholder workshops and interviews is included in the Task 1 Project Management and Coordination.*
- *The cost to address City comments and finalize the Administrative Plan is included in Task 6 SMP - PHASE 1 Report.*

Deliverables for Task 5 Administrative and Regulatory Planning:

- *MS4 Program Review Report*
- *Up to four (4) Policy Development White Papers*
- *Public Engagement and Public Outreach Work Plan*
- *Draft Administrative Plan consolidating the findings of the other Task deliverables, formatted as a section of the SMP - PHASE 1 Report.*

Task 6 Stormwater Needs Assessment and Data Review (SMP - PHASE 1) Report

The purpose of this task is to address comments to the draft deliverables of the other Tasks and compile the various draft deliverables into a final Stormwater Needs Assessment and Data Review (SMP - PHASE 1) Report, intended to present developed under this Scope of Work and provide the processes and protocol necessary to effectively prepare SMPs during future phases.

Task 6.1 Review Findings with Stakeholders: The City shall provide a consolidated set of comments to the draft deliverables of the other Tasks (formatted as sections of the final report), resolving conflicting comments. The CONSULTANT shall provide a written response to each comment and, as appropriate, incorporate revisions into the appropriate report section. A teleconference shall be conducted with the City to resolve remaining comments.

Task 6.2 Finalize Stormwater Needs Assessment and Data Review (SMP - PHASE 1) Report: The CONSULTANT shall consolidate revisions to the draft deliverables from the other tasks into a final SMP - PHASE 1 Report, addressing City comments as necessary. The SMP - PHASE 1 Report shall present the findings of the assessments conducted under each task and provide a Plan of Study for future SMP phases intended to characterize existing

stormwater asset, flooding and water quality conditions and support development of appropriate solutions.

For the Purpose of this Agreement for Task 6 SMP - PHASE 1 Report:

- *The draft deliverables of the other tasks shall be formatted as sections of the SMP - PHASE 1 Report, facilitating resolution of final comments and integration into a final report.*

Deliverables for Task 6 SMP - PHASE 1 Report:

- *Final Stormwater Needs Assessment and Data Review Report*

Additional Services

The CONSULTANT shall perform the following services if authorized by the City and funded under the project allowance, or via a separate supplemental agreement:

Webinars with Industry Leaders: If authorized CONSULTANT shall set up webinars with agencies who conduct “best-in-practice” stormwater practices. Such requests may emerge from discussions at workshops, requested follow-up discussions on documents from industry-leading programs, and/or industry leaders identified independently by the City. The CONSULTANT’s services to conduct a webinar would include contacting the agency to confirm interest and participation, developing agenda/subject matter, setting up the webinar platform, sending e-invitations with access numbers, facilitating discussions, preparing minutes, and coordinating follow-up action items. A budget would be established for each webinar and approved by the City prior to initiating activity.

Develop Industrial Facility Monitoring Program Framework: The CONSULTANT shall also work with City staff to develop the administrative framework for an industrial facility monitoring program that complies with the City’s recently issued MS4 NPDES permit. The CONSULTANT shall provide examples of similar programs, identify existing City programs positioned to play a role in the program, outline protocol for identifying facilities to include in the program, and establish monitoring protocol. The administrative framework shall include an implementation plan/schedule to be implemented under the Phase 2 SMP.

Attachment 3

CDM Smith Billing Rate Sheet

Position Classification	Billing Rate
Principal In Charge	\$180-\$260
Project Manager	\$165-\$210
Task Manager	\$180-\$260
Senior Professional:	
Engineer 5-6	\$125-\$180
Engineer 7-8	\$175-\$265
Junior Professional	
Engineer 1-2	\$90-\$110
Engineer 3-4	\$100-\$135
Public Outreach Specialist	\$100-\$175
GIS/Graphics	\$80-\$95
Administrative Support	\$80-\$95