



Date August 3, 2020

APPROVING PROFESSIONAL SERVICES AGREEMENT (PSA) WITH OLSSON ASSOCIATES, INC. FOR TRAFFIC ENGINEERING SERVICES FOR THE TRAFFIC SIGNAL TIMING UPDATES PHASE 2, NOT TO EXCEED \$241,597.12

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That the Professional Services Agreement between the City of Des Moines and Olsson Associates, Inc., Ryan Beckman, President, 601 P Street, Suite 200, Lincoln, Nebraska 68508, for a total cost not to exceed \$241,597.12, based on hourly rates to provide traffic engineering services for the Traffic Signal Timing Updates Phase 2 Project, a copy of which is on file in the office of the City Clerk, is hereby approved as a 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.

BE IT FURTHER RESOLVED: That the City Engineer is hereby authorized and directed to execute Attachment F, Certification of Owner, for and on behalf of the City of Des Moines, Iowa.

(Council Letter Number 20-343 attached) Activity ID 01-2019-007

Moved by _____ to adopt.

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

SLN

Funding Source: 2020-2021 CIP, Page Streets – 54, Traffic System Operation Improvements, TR097, Being; \$136,000, Iowa DOT ICAAP Grant Funds, and \$105,597.12, CIP Funds.

Table with 5 columns: COUNCIL ACTION, YEAS, NAYS, PASS, ABSENT. Rows include COWNIE, BOESEN, GATTO, GRAY, MANDELBAUM, VOSS, WESTERGAARD, and TOTAL. Below the table, it says MOTION CARRIED and APPROVED.

CERTIFICATE

I, P. Kay Cmelik, 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.

Mayor

City Clerk

Standard Consultant Contract
For Local Public Agency Consultant Contracts with Federal-aid Participation

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

BETWEEN the City of Des Moines, the **Owner**, located at:

400 Robert D Ray Drive
Des Moines, IA 50309
Phone: (515) 283-4014
FAX: (515) 237-1640

and Olsson Associates, Inc., the **Consultant**, located at:

7157 Vista Drive
West Des Moines, IA 50266
Phone: (515) 331-6517
FAX: (515) 331-6518

For the following Project: Professional Services for Traffic Signal Timing Updates Phase 2

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide traffic signal phasing and timing services to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

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ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is: Updating the traffic signal phasing and timing in the second phase of a multi-phase effort to update the traffic signal system in Des Moines.

1.2 Financial Parameters

1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is:
\$241,597.12

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is:
\$32,835.00

1.3 Project Team

1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is:
Corey D. Bogenreif, PE

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

1.3.2 The **Consultant's** Designated Representative is:
Michael Jackson, PE

1.3.3 The subconsultants retained at the **Consultant's** expense are identified in the following table:

<u>Subconsultant</u>	<u>Amount Authorized</u>	<u>Maximum Amount Payable</u>	<u>Method of Payment</u>
Gewalt Hamilton Associates, Inc.	\$32,835	\$32,835	Lump Sum

1.4 Time Parameters

1.4.1 The **Consultant** shall begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

1.4.2 Milestones for completion of the work under this Agreement as follows:
1. The Data Collection and Review task shall be completed within 45 calendar days after receiving the notice to proceed, weather permitting.
2. The Traffic Signal Timing Task shall be completed for all intersections within 10 months after completion of the Data Collection and Review task, weather permitting.
3. Completion of all work under this agreement shall be within 2 months after completion of the Traffic Signal Timing Task, weather permitting, unless extended by written approval of the **Contract Administrator** or as adjusted by supplemental agreement.

1.4.3 The **Consultant** shall not begin final design activities until after the **Owner** has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the **Owner** will provide the **Consultant** notice to proceed with final design activities.

1.5 Minimum Qualification Standards (MQS)

1.5.1 The **Consultant** and their subconsultants are required to meet the Minimum Qualifications Standards (MQS) requirements of specified work categories as defined in the Iowa DOT's Policy and Procedure Manual (PPM), Policy No. 300.04, at the time of contract execution, and for the duration of the contract. Work under this contract will require the consultant team to meet the requirements of Work Category 235, Traffic Control Systems Analysis, Design and Implementation. Failure to meet the

requirements during the contract will result in cancellation of any remaining portion of the contract.

1.5.2 All services within this agreement shall be performed by the **Consultant** or subconsultant who meets the MQS of the specified work categories as defined Iowa DOT PPM 300.04. If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE, AND APPLICABLE LAW

- 2.1 Entire Agreement of the Parties.** This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.
- 2.2 Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.3 Applicable Law.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the Polk County District Court of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**. The **Consultant** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement for the Consultant.

3.1.1 Compensation for the **Consultant** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

- .1 Cost Plus Fixed Fee - Attachment C
- .2 Lump Sum - Attachment C
- .3 Specific Rate of Compensation - Attachment C
- .4 Unit Price - Attachment C
- .5 Fixed Overhead Rate - Attachment C

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

- 3.2 Subconsultant's Responsibilities for Reimbursement.** The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** or other subconsultant unless the **Contract Administrator**, Iowa DOT, and FHWA (when applicable) have given prior written approval.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

4.1.1 *Consultant* agrees that the *Owner* 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 state of design, prepared under this Agreement ("the Design Documents"). *Consultant* hereby irrevocably assigns, transfers and conveys to the *Owner* all right, title and interest in and to the Design Documents and all intellectual property rights and proprietary interests arising out of the Design Documents, including copyrights, patents, trademarks, and derivative works and interests therein or related thereto. *Consultant* warrants to the *Owner* 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 *Owner* for any such claims or encumbrances pursuant to Attachment 1. Upon completion or termination of this Agreement, *Consultant* will immediately turn over to *Owner* all design documents not previously delivered to *Owner*.

To the extent that 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 *Owner's* right in and to the Design Documents.

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

4.2 Subconsultant Contract Provisions and Flow Down

4.2.1 All provisions of this Agreement between the *Owner* and *Consultant* shall also apply to all subconsultants hired by the *Consultant* to perform work pursuant to this Agreement. It is the *Consultant's* responsibility to ensure all contracts between *Consultant* and its subconsultants contain all provisions required of *Consultant* in this Agreement. The only recognized exception to this requirement is under provision 3.1.2 when the subconsultant has a different method of reimbursement than the *Consultant*.

4.2.2 The *Consultant* may not restrict communications between the *Owner* and any of the subconsultants. The *Consultant* will encourage open communication among the *Owner*, the *Consultant* and the subconsultants.

4.3 *Consultant's* Endorsement on Plans. The *Consultant* and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

4.4 *Progress Meetings*. From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the *Contract Administrator* to discuss details of the design and progress of the work. The *Consultant* shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the *Contract Administrator*, to enable the *Contract Administrator* to pass judgment on the features and progress of the work.

4.5 *Additional Documents*. At the request of the *Contract Administrator*, the *Consultant* shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

4.6 Revision of Work Product

4.6.1 Drafts of work products shall be reviewed by the **Consultant** for quality control and then be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

4.6.2 In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

4.6.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.7.

4.7 Extra Work. If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Consultant** shall promptly develop a scope and budget for the extra work and submit it to the **Contract Administrator**. The **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The **Consultant** shall not proceed with "Extra Work" without prior written approval from the **Owner** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the **Consultant's** risk. The **Owner** has the right, at its discretion, to disallow those costs. However, the **Owner** shall have benefit of the service rendered.

4.8 Extension of Time. The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays beyond the reasonable control of the **Consultant**.

4.9 Responsibility For Claims And Liability

4.9.1 The **Consultant** shall purchase and maintain insurance in accordance with the insurance requirements set forth in attachment 1 to protect the **Consultant** and **Owner** 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 **Owner** in accordance with the indemnification requirements set forth in Attachment 1. The **Consultant** shall be subject at all terms and provisions set for the in Attachment 1 and the exhibits thereto.

4.9.2 The **Consultant** agrees to defend, indemnify, and hold the **Owner**, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the **Owner** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the **Consultant** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.

4.10 Current and Former Agency Employees (Conflicts of Interest)

The **Consultant** shall not engage the services of any current employee of the **Owner** or the Iowa DOT unless it obtains the approval of the **Owner** or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The **Consultant** shall not engage the services of a former employee of the **Owner** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the **Consultant** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

4.11 Suspension of Work under this Agreement

4.11.1 The right is reserved by the **Owner** to suspend the work being performed pursuant to this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with the applicable provisions in Article 4.12.2 or Article 4.12.3 below.

4.11.2 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.

4.11.3 In the event the **Owner** suspends the work being performed pursuant to this Agreement the **Consultant** with approval from the **Contract Administrator**, has the option, after 180 days to terminate the contract.

4.12 Termination of Agreement

4.12.1 The right is reserved by the **Owner** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the **Consultant**.

4.12.2 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.

4.12.3 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.

4.12.4 This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that new traffic signal timing plans have been successfully implemented and the results have been documented without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

4.13 **Right to Set-off.** In the event that the **Consultant** owes the **Owner** any sum under the terms of this Contract, the **Owner** may set off the sum owed to the **Owner** against any sum owed by the **Owner** to the **Consultant** under any other contract or matter in the **Owner's** sole discretion, unless otherwise required by law. The **Consultant** agrees that this provision constitutes proper and timely notice of the **Owner's** intent to utilize any right of set-off.

- 4.14 Assignment or Transfer.** The **Consultant** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the **Contract Administrator** and concurrence is received from the Iowa DOT and FHWA, if applicable.
- 4.15 Access to Records.** The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the **Owner**, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.
- 4.16 Iowa DOT and FHWA Participation.** The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the **Consultant** and the **Owner**, and to participate in the review or examination of the work in progress as well as any final deliverable.
- 4.17 Nondiscrimination Requirements.**

4.17.1 During the performance of this Agreement, the **Consultant** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa, Chapter 216 and the Des Moines Municipal Code. The **Consultant** will not discriminate on the grounds of familial status, ancestry, age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.

4.17.2 In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability.

4.17.3 In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, or the Agreement is otherwise suspended or terminated.

4.17.4 The **Consultant** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

During the performance of this contract, the **Consultant**, for itself, its assignees and successors in interest (hereinafter referred to as the "**Consultant**") agrees as follows:

1. Compliance with Regulations: The **Consultant** shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The **Consultant**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligations

under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The **Consultant** shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The **Consultant** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 The **Consultant** shall pay its subconsultants for satisfactory performance of their work no later than 30 days from receipt of each payment it receives from the **Owner** for such work. If the **Owner** holds retainage from the **Consultant**, the **Consultant** may also withhold retainage from its subconsultant(s). If retainage is withheld from a subconsultant, full payment of such retainage shall be made within 30 days after the subconsultant's work is satisfactorily completed.

4.18.3 Upon notification to the **Consultant** of its failure to carry out the requirements of this Article, the **Owner**, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the **Owner** or such remedy as the **Owner**, Iowa DOT or the FHWA deems appropriate, which may include, but is not limited to:

1. withholding monthly progress payments;
2. assessing sanctions;
3. liquidated damages; and / or

4.19 Severability. If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

OLSSON ASSOCIATES, INC.

By Todd Fredericksen Date: 7/15/20

Todd Fredericksen, PE, PTOE
Vice President, Kansas City Traffic & Technology Team

ATTEST:

By Michael Jackson Date: 07-23-20

Michael Jackson, PE
Lead Engineer, Traffic & Technology

CITY OF DES MOINES

By _____ Date: _____

T.M. Franklin Cownie
Mayor

FORM APPROVED:

By Kathleen Vanderpool Date: 8-2-20

Kathleen Vanderpool
Deputy City Attorney

IOWA DEPARTMENT OF TRANSPORTATION
Accepted for FHWA Authorization*

By _____ Date: _____

Name _____

Title _____

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

ATTACHMENT A Scope of Services

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 member of the engineering profession. 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 a subconsultant hired by CONSULTANT.

The overall purpose of this project is to prepare optimized traffic signal timings and phasing plans for 86 traffic signals along 8 signalized corridors within Phase 2.

A detailed listing of the study intersections along these corridors included in this project, is provided in Exhibit B. The following tasks are included in the scope of services for this project.

0. Project Management

Project management and technical oversight of the CONSULTANT shall be provided throughout the duration of the contract. The CONSULTANT project manager shall serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of subconsultants. The CONSULTANT project manager shall maintain frequent and effective communication with the CITY's project manager. Monthly meetings (conference call or in person), progress reports and invoices with an activity ID shall be prepared documenting project progress, issues encountered, corrective strategies and planned work for the next month.

Quality control shall be conducted throughout the project and prior to submittal of all project deliverables.

1. Data Collection / Review

a. Existing Data Review

The CONSULTANT shall review existing data provided by the CITY related to specific project corridors. This task shall include the review of existing timing plans and clearance and pedestrian timing calculations and field measurements.

b. Field Inventory and Observations

The CONSULTANT shall perform field inventory activities to collect/confirm the following information:

- i. Intersection lane configurations
- ii. Posted speed limits
- iii. Intersection pedestrian crossing distances (i.e., crosswalk lengths) (CITY provided)
- iv. Intersection vehicle crossing distances (i.e., distance from approach stop bar to far side of cross street through lane) (CITY provided)
- v. Distance between signalized intersections
- vi. Approach grades (if estimated to be greater than 2%) (CITY provided)
- vii. Turn restrictions
- viii. Turn lane storage lengths
- ix. Pedestrian detection devices (i.e., presence of push buttons)

The CONSULTANT shall observe traffic operations at study intersections to aid in providing signal equipment/phasing or geometric recommendations. Observations of movements with heavy lane utilization that appears to effect signal timings shall also be documented for use in adjusting lane utilization parameters in analysis files.

c. Turning Movement Volumes

Turning movement volume counts shall be collected by the SUB-CONSULTANT during the AM (7:00am-

9:00am), Mid-day (11:00am-1:00pm), and PM (4:00pm-6:00pm) peak periods. The SUB-CONSULTANT shall also collect an additional 7 hours at up to 8 of the 86 intersections to aid in determining how long to run the timing plans. An additional 25 hours of counts shall be included for unique time of day plans. The CONSULTANT shall provide the count data to the CITY.

2. Traffic Engineering / Signal Timing Analysis

a. Traffic Operations Analysis

The CONSULTANT shall identify deficiencies in the existing lane assignment and configurations, roadway geometry or signal phasing that would provide better safety and/or operational characteristics, if corrected. This shall include identifying locations that should be considered for Flashing Yellow Arrow (FYA) implementation. This evaluation shall be based on the existing data review, field inventory and observations, and count data provided as part of Task 2b.

b. Develop Synchro Models

The CONSULTANT shall prepare Synchro models during AM, Midday, and PM peaks periods and update information along study corridors, as necessary, to reflect the existing signal timing, field inventory and observations conducted as part of Task 2b. Synchro (version 10) shall be used for all Synchro related efforts on this project. The Synchro files shall consist of three (3) models per study corridor totaling 86 signalized intersections:

- AM
- Midday
- PM

Synchro files shall be developed by the CONSULTANT with new count data. The AM, Midday and PM Synchro files shall include peak hour volumes during those portions of the day. The CONSULTANT shall use the Synchro files as the base for developing coordinated timing plans. The CONSULTANT shall provide the Synchro Models to the CITY.

c. Coordinated Timing Plan Development

The CONSULTANT shall develop the following coordinated timing plans for the study corridors:

- AM
- Midday
- PM

Prior to developing detailed timing plans, the CONSULTANT shall acquire the recent vehicle and pedestrian clearance intervals for each signalized intersection from CITY Staff.

Coordinated timing plans shall be developed to optimize traffic signal operations to improve traffic flow and reduce delay at each study intersection. Side-street and left-turn operations (delays and queues) shall be reviewed to ensure that side street operations remain acceptable. Tru-Traffic (formerly TS/PP-Draft) shall also be used in the development of timing plans for signal offset times. Proposed optimized signal timing plans shall be simulated in the SimTraffic (version 9 uncalibrated) software to identify refinements to signal timings.

Based on timing plans and review of 13-hour volumes, the CONSULTANT shall recommend the time of day to begin and end each timing plan.

3. Travel Time Studies

The CONSULTANT shall perform "post" analysis using actual travel-time runs. The CONSULTANT shall collect and evaluate detailed point-to-point travel time data using Tru-Traffic as directed by the CITY. Five (5) travel time runs shall be collected in each direction for each study corridor during each study period (AM, Midday, PM). A brief technical memorandum shall be prepared documenting the results. The following 7 corridors shall be studied:

- Merle Hay Road (University Avenue to Interstate 80/35)

- 42nd Street (Grand Avenue to University Avenue)
- Douglas Avenue (63rd Street to ML King Jr. Parkway)
- Hickman Road (63rd Street to ML King Jr. Parkway)
- University Avenue (63rd Street to ML King Jr. Parkway)
- Grand Avenue (63rd Street to 28th Street)
- Park Avenue (63rd Street to Fleur Drive)

4. Technical Memorandum

The CONSULTANT shall prepare a technical memorandum summarizing the findings and recommendations from all project tasks. Deliverables shall include but not limited to the following:

- Existing and proposed capacity and queuing modeling results
- Existing and proposed signal timing plans
- Signal phasing modifications
- Intersection turn lane modifications
- Recommended improvements to improve signal coordination
- Existing and proposed condition Synchro models
- Raw data and technical memorandum documenting post-improvement corridor travel times

All submissions and work product shall be submitted in electronic format suitable for archiving by the CITY of Des Moines. Submissions shall include, but are not limited to meeting minutes, database and spreadsheet files created for this project, GIS files if used, etc.

5. Implementation Support

The CONSULTANT team has budgeted 285 hours to provide implementation support to the CITY.

a. Implementation of New Timing Plans

As part of this support, the CONSULTANT shall work with CITY staff to implement the new timing plans beginning with inputting the timings in the QuickNet system software. If needed, timing plans shall be input directly at the controller or system level in the field.

b. Field Adjustments

CONSULTANT staff shall work with the CITY to conduct thorough field reviews after the deployment of the timing plans. The corridors shall be driven to ensure that signals are serving all movements, sequences match the model, and no major queues/delays have developed from the implementation of each plan. If necessary, the CONSULTANT team shall make adjustments to the timings to address issues noted during field observations. Special attention shall be given to left-turn movements, the interaction of cross-corridors, and existing coordinated crossing arterials. Revised timing plans shall be submitted, as needed, based on changes made during the field adjustments.

ATTACHMENT B Specifications

As defined in Attachment A, Scope of Services, the consultant will:

1. Collect geometric data for the 86 intersections identified in the RFP.
2. Collect traffic counts and turning movement counts from 6:00 AM to 7:00 PM for the 86 intersections identified in the RFP.
3. Prepare Synchro models form morning, midday, and afternoon peak periods to reflect existing signal timing and field conditions.
4. Develop coordinated timing plans, using the Synchro models, for the study corridors. The proposed signal timing plans will be simulated in SimTraffic software to identify necessary refinement to signal timings. Recommendations will include time of day to begin and end each timing plan.
5. Perform travel time studies on the 8 corridors identified in the scope of services to document and quantify signal timing improvements on traffic operations.
6. Prepare a technical memorandum to summarize the findings and recommendations from all project tasks. The deliverables, as defined in Attachment A, Scope of Services, include but are not limited to:
 - a. Existing and proposed modeling results
 - b. Existing and proposed signal timing plans
 - c. Signal phasing modifications
 - d. Proposed intersection turn lane modifications
 - e. Recommended improvements to improve signal coordination
 - f. Existing and proposed condition Synchro models
 - g. Raw data and technical memorandum documenting post-improvement corridor travel times.

All submissions and work product shall be submitted in electronic format suitable for archiving by the City of Des Moines. Submissions shall include, but are not limited to meeting minutes, database and spreadsheet files created for this project, GIS files if used, etc.

7. Provide implementation support, as needed, to the City up to a limit of 285 hours.

**ATTACHMENT C (referenced from 3.1)
Fixed Overhead Rate**

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation of all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees in the amounts of the **Consultant's** actual cost plus applicable fixed fee amount. The **Consultant's** actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment H. Subconsultant costs are not available for use by the prime **Consultant** or other subconsultants. A contingency amount has not been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs (Prime only)	\$ 187,168.11
Fixed Fee (Prime only)	\$ 21,594.01
Contingency (Prime only)	\$ 0.00
Total Prime Consultant Costs	\$ 208,762.12
Gewalt Hamilton Associates Inc. (GHA)	\$ 32,835.00
Total Subconsultant Costs	\$ 32,835.00
Maximum Amount Payable	\$ 241,597.12

The nature of engineering services is such that actual costs are not completely determinate. Therefore, the **Consultant** shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above. The procedure will itemize prime consultant and subconsultant costs in association with each scoped task. The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. The procedure shall be used in a way that will allow enough lead time to execute the paragraphs below without interrupting the work schedule. Therefore, once the accrued labor costs for a scoped task reach 85% of the estimated value for the prime or subconsultant, then the **Consultant** shall notify the **Owner** in writing.

It is possible that the **Consultant's** costs for the scoped tasks may need to exceed those shown in Attachment C-1. The **Consultant's** and subconsultants' costs for scoped tasks shall not be exceeded without prior written authorization from the **Contract Administrator** and concurrence from the Iowa DOT. Costs for scoped tasks that exceed estimated costs, if approved by the **Contract Administrator**, may be compensated via Supplemental Agreement, Work Order, Amendment, or Contingency as detailed in the paragraphs below. If the **Consultant** exceeds the estimated costs for scoped tasks for any reason (other than that covered in Section 3.1.1.2) before the **Contract Administrator** is notified in writing, the **Owner** will have the right, at its discretion, to deny compensation for that amount.

The fixed fee amount will not be changed unless there is a substantial reduction or increase in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the **Owner**. The adjustment to fixed fee will consider both cumulative and aggregate changes in scope, character, or complexity of the services. Any change in the fixed fee amount will be made by a Supplemental Agreement, Work Order, or Amendment.

If a contingency has been established and at any time during the work the **Consultant** determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the **Contract Administrator** in writing and describe what costs are causing the overrun and the reason. The **Consultant** shall not exceed the estimated actual costs without the prior written approval of the **Contract Administrator** and concurrence of the Iowa DOT. The **Owner** or the Iowa DOT may audit the **Consultant's** cost records prior to authorizing the use of a contingency amount.

The maximum amount payable will not be changed except for a change in the scope. If at any time it is determined that a maximum amount payable will be or has been exceeded, the **Consultant** shall immediately so notify the **Contract Administrator** in writing. The maximum amount payable shall be

changed by a Supplemental Agreement, Work Order, or Amendment, or this Agreement will be terminated as identified in Article 4.12.3. The **Owner** may audit the **Consultant's** cost records prior to making a decision whether or not to increase the maximum amount payable.

3.1.1.2 Reimbursable Costs. Reimbursable costs are the actual costs incurred by the **Consultant** which are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulations System, Subchapter E, Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required. The Title 48 requirements include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.
2. Direct non-salary costs incurred in fulfilling the terms of this Agreement. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.
3. The indirect costs (salary-related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Agreement. The **Consultant** has submitted to the **Owner** the following indirect costs as percentages of direct salary costs to be used for the duration of the contract: Salary-related expenses are 87.23% of direct salary costs and general overhead costs are 93.46% of direct salary costs, for a composite rate of 180.69%.

3.1.1.3 Premium Overtime Pay. Premium overtime pay (pay over normal hourly pay) will not be allowed without written authorization from the **Contract Administrator**. If allowed, premium overtime pay shall not exceed 2 percent of the total direct salary cost without written authorization from the **Contract Administrator**.

3.1.1.4 Payments. Monthly payments shall be made based on the work completed and substantiated by monthly progress reports. The report shall indicate the direct and indirect costs associated with the work completed during the month. The **Contract Administrator** will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services 0 % of the amount due. Fixed fee will be calculated and progressively invoiced based on actual costs incurred for the current billing cycle. Each invoice shall be accompanied with a monthly progress report which details the tasks invoiced, estimated tasks to be billed on the next invoice, and any other contract tracking information.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

**ATTACHMENT C-1
Cost Analysis Worksheet**

Contract 019-2412, Base Agreement
Project Number: 01-2019-007

I. Direct Labor Cost (Prime Only)

<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Project Manager	60	\$60.10	\$ 3,606.00
Quality Control Manager	2	\$70.19	\$ 140.38
Technical Timing Task Leader	183	\$64.18	\$11,744.94
Senior Traffic Engineer	138	\$54.50	\$ 7,521.00
Associate Traffic Engineer	479	\$38.46	\$18,422.34
Assistant Traffic Engineer	585	\$33.65	\$19,685.25
Associate Technician	115	\$26.00	\$ 2,990.00
		Payroll total	\$ <u>64,109.91</u>

II. Combined Overhead (COH) & Facilities Capital Cost of Money (FCCM) Costs (Prime Only)

IIA. Indirect Cost Factor: [180.69] (% X I) \$ 115,840.20
 Combined Overhead total: \$ 115,840.20

III. Direct Project Expenses (Prime Only)

Lodging \$2,616
 Mileage \$ 522 900 miles @ \$0.58/mi
 Per-diem \$1,830
 Rental Car & Fuel \$2,250

Total Direct Project Expenses \$ 7,218

IV. Estimated Actual Costs (EAC) (Prime Only) (I + II + III) \$ 187,168
 (Rounded)

V. Fixed Fee (Prime Only) (12.00 % X (I + IIA)) \$ 21,594.01

Fix Fee total: \$ 21,594
 (Rounded)

VI. Contingency (Prime Only) % X (I + II + III) \$ ---
 (Rounded)

VII. Subconsultant Expenses

Gewalt Hamilton Ass. Total Costs (EAC+FF) CP \$ 62,865

Total Subcontractor Costs \$ 32,835 LS
 (Rounded)

VIII. Fixed Overhead Rate Agreement Total (IV + V + VI + VII) \$ 241,597
 (Maximum Amount Payable) (Rounded)

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of ~~Iowa~~ *Kansas*

Polk ~~County~~ *Schuser* County *T.F.*

I Todd Fredericksen, Vice President of the

Olsson Associates, Inc. Company, being duly sworn (or under penalty of perjury under the laws of the United States and the State of ~~Iowa~~) do hereby certify that the above Statements are true and correct.

Todd Fredericksen

(Signature)

Subscribed and sworn to this 15th day of July, 2020.
(month) (year)

KEELY M. KATHOL
Notary Public - State of Kansas
My Appt. Expires 10-12-2022

Keely M. Kathol

ATTACHMENT E

CERTIFICATION OF CONSULTANT

I hereby certify that I, Todd Fredericksen, am the Vice President and duly authorized representative of the firm of Olsson Associates, Inc., whose address is 7157 Vista Drive, West Des Moines, IA, and that neither the above firm nor I has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.



Signature



Date

ATTACHMENT F

CERTIFICATION OF OWNER

I hereby certify that I, Steven L. Naber, PE, am the Des Moines City Engineer and the duly authorized representative of the **Owner**, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

ATTACHMENT G
Page 1

Consultant Name
Consultant Address
Consultant Address

Fixed Overhead Fee Progressive Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	----------------------	-----------------------	-------------------

Labor Dollars
Overhead
Overhead Adjustments
Direct Expenses
 Mileage
 Per Diem
 CADD
Estimated Actual Costs
 [Prime Only] (See Note 1)

Subconsultants (including authorized
contingency)
 Name
 Name
 Name
Estimated Actual Costs
 [Total Subconsultant Costs]

Total Estimated Actual Costs
 [Prime + Total Subconsultant
Costs]
Fixed Fee (See Note 2)
Authorized Contingency
 Total Authorized Amount
Total Billed To Date
Remaining Authorized Balance

Unauthorized Contingency
 Prime
 Subconsultant Name
 Subconsultant Name

Labor Hours

Note 1: Do not include Subconsultant Expenses. Include Direct Labor, Overhead, and Direct Expenses for Prime Consultant only.

Note 2: Fixed fee shall be proportionate to the amount of actual costs invoiced compared to the actual costs estimated.

ATTACHMENT G

Page 2

Consultant Name
 Consultant Address
 Consultant Address

Fixed Overhead Rate Fee Final Invoice

Date

Invoice No.
 Invoice Period Covered
 Consultant Job No.

Client Project No.
 County
 Client Project Description
 Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	----------------------	-----------------------	-------------------

Labor Dollars (2001)
 Labor Dollars (2000)
 Labor Dollars (1999)
 Overhead (2001)
 Overhead (2000)
 Overhead (1999)
 Direct Expenses
 Mileage
 Per Diem
 CADD

Estimated Actual Costs
 [Prime Only]

Subconsultants (including authorized
 contingency)

 Name
 Name
 Name

Estimated Actual Costs
 [Total Subconsultant Costs]

Total Estimated Actual Costs
 [Prime + Total Subconsultant
 Costs]

Fixed Fee
 Authorized Contingency
 Total Authorized Amount
 Total Billed To Date
 Remaining Authorized Balance

Unauthorized Contingency
 Prime
 Subconsultant Name
 Subconsultant Name

Labor Hours (2001)
 Labor Hours (2000)
 Labor Hours (1999)

ATTACHMENT G
Page 3

Fixed Overhead Rate Fee Final Invoice Instructions

- Employee Labor Hours and Dollars: A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Overhead Rates: Overhead rates and labor dollars to which the overhead rates are applied should match the fiscal year in which the costs are incurred. Overhead rates applied to labor should be audit verified when available. When not available, proposed FAR adjusted rates for the fiscal year in which the labor is incurred should be used.
- Direct Expenses: A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc....) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc....) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Subconsultant: Final invoice requirements for subconsultants with cost plus fixed fee contracts are the same as the requirements for the prime consultant. It is the prime consultant's responsibility to assure such an invoice is acquired and attached to the prime's final invoice.

ATTACHMENT G
Page 4

Consultant Name
Consultant Address
Consultant Address

Lump Sum Progressive Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

Total Lump Sum Amount [Prime only]
Percentage Completed
 Total
Less Amount Previously Billed
[Prime only]
 Total Current Bill [Prime only]
Subconsultants
 Name
 Name
 Name
Total

Current Labor Hours
Total Labor Hours Incurred To Date
Total Estimated Labor Hours

Note: When submitting more than the final invoice on a lump sum project, each progressive invoice shall be identified as a "Progressive Invoice" (as in the above title).

ATTACHMENT G
Page 5

Consultant Name
Consultant Address
Consultant Address

Lump Sum Final Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

Total Lump Sum Amount [Prime only]
Percentage Completed
Total

Less Amount Previously Billed
[Prime only]
Total Current Bill [Prime only]

Subconsultants
Name
Name
Name

Total

Current Labor Hours
Total Labor Hours Incurred To Date
Total Estimated Labor Hours

Note: When submitting a final invoice on a lump sum project, the final cumulative job cost report should be submitted with the final invoice.

**ATTACHMENT H
Consultant Fee Proposal**

**Traffic Signal Timing Updates - Phase 2
City of Des Moines
Fee Estimate For Engineering Services
Traffic Signal Timing Updates - Phase 2
Attachment H
FEE SUMMARY SCHEDULE**

Page 1 of 8

Direct Salary Costs

<u>Personnel Classification</u>	<u>Average 2019 Rate \$/Hour</u>	<u>Estimated Hours</u>	<u>Estimated Cost</u>	
Project Manager	\$80.10	60	\$3,606.00	Mike Jackson
Quality Control Manager	\$70.19	2	\$140.38	Todd Frederickser
Technical Timing Task Leader	\$64.18	183	\$11,744.94	Tom Fulton
Senior Traffic Engineer	\$54.60	138	\$7,521.00	Shannon Jeffries
Associate Traffic Engineer	\$38.46	479	\$10,422.34	Jeremy Stretz
Assistant Traffic Engineer	\$33.65	585	\$10,685.25	Taylor McHenry
Associate Technician	\$26.00	115	\$2,990.00	Abbie Urbanek
		<u>1562</u>	<u>\$64,109.91</u>	
Adjustment for Salary Increase for Multiyear Project	0.00%		\$0.00	
Subtotal Direct Salary Costs			\$64,109.91	
Overhead @	180.69%		\$115,840.20	
Subtotal Direct Salary Costs Plus Overhead			<u>\$179,950.11</u>	
Subtotal Direct Salary Costs Plus Overhead			<u>\$179,950.11</u>	
Profit @	12.00%		\$21,594.01	
Subtotal Direct Salary Costs + Overhead + Profit			<u>\$201,544.12</u>	
<u>Direct Non-salary Costs</u>				
Sub: GHA Inc.			\$32,835.00	
Mileage			\$522.00	
Lodging (per night)			\$2,616.00	
Per-diem (per day)			\$1,830.00	
Rental Car & Fuel (per day)			\$2,250.00	
			<u>\$40,053.00</u>	
Total			<u>\$241,597.12</u>	

Traffic Signal Timing Updates - Phase 2

City of Des Moines
 Fee Estimate For Engineering Services
 Traffic Signal Timing Updates - Phase 2
 Page 2 of 8

Task Summary

Tasks	Task 0 Project Management	Task 1 Data Collection/Field Review	Task 2 Traffic Engineering/Timing Analysis	Task 3 Travel Time Studies	Task 4 Technical Memorandum	Task 5 Implementation Support	
Personnel Services							
	Estimated Hours						Total Hours
Project Manager	60	0	0	0	0	0	60
Quality Control Manager	0	0	0	0	0	0	0
Quality Control Manager	2	0	0	0	0	0	2
Technical Timing Task Leader	30	17	79	8	14	35	183
Senior Traffic Engineer	0	0	122	0	16	0	138
Associate Traffic Engineer	0	44	286	8	16	125	479
Assistant Traffic Engineer	0	84	320	40	16	125	585
Associate Technician	0	40	0	75	0	0	115
Total Hours	92	185	807	131	62	285	1562
Subtotal Personnel Services	\$17,830.53	\$20,905.48	\$105,273.33	\$12,943.11	\$9,193.14	\$35,398.53	\$261,544.12
Direct Non-salary Costs							
Item	Unit Cost	Reimbursable Costs					Extended Cost
Sub: GMA Inc.	\$ 55.00	\$0.00	\$32,835.00	\$0.00	\$0.00	\$0.00	\$32,835.00
Mileage	\$ 0.58	\$0.00	\$232.00	\$0.00	\$290.00	\$0.00	\$522.00
Lodging (per night)	\$ 105.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,616.00	\$2,616.00
Per-diem (per day)	\$ 61.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,830.00	\$1,830.00
Subtotal Direct Expenses		\$0.00	\$33,067.00	\$0.00	\$290.00	\$0.00	\$40,069.00
Task Total Estimated Fee	\$17,830.53	\$58,872.48	\$105,273.33	\$13,233.11	\$9,183.14	\$42,094.53	\$241,687.12

Traffic Signal Timing Updates - Phase 2

City of Des Moines

Fee Estimate For Engineering Services

Traffic Signal Timing Updates - Phase 2

Page 3 of 8

Task 0 Project Management

Subtasks	a. Project Management			
Personnel Services				
	Estimated Hours	Total Hours		
Mike Jackson	60	60		
Todd Fredericksen	2	2		
Tom Fulton	30	30		
Shannon Jeffries		0		
Jeremy Stretz		0		
Taylor McHenry		0		
Abbie Urbanek		0		
Total Hours	92	92		
Subtotal Personnel Services	\$17,830.53	\$17,830.53		
Direct Non-Salary Costs				
Item	Unit Cost	Reimbursable Units	Total Units	Extended Cost
Sub: GHA Inc.	\$ 55.00		0	\$0.00
Mileage	\$ 0.58		0	\$0.00
Lodging (per night)	\$ 109.00		0	\$0.00
Per-diem (per day)	\$ 61.00		0	\$0.00
Rental Car & Fuel (per day)	\$ 75.00		0	\$0.00
Subtotal Direct Expenses		\$0.00		\$0.00
Task Total Estimated Fee		\$17,830.53		\$17,830.53

Traffic Signal Timing Updates - Phase 2

City of Des Moines

Fee Estimate For Engineering Services

Traffic Signal Timing Updates - Phase 2

Page 4 of 8

Task 1 Data Collection/Field Review

Subtasks	a. Existing Data Review	b. Field Inventory / Observations	c. Turning Movement Volume Review		
Personnel Services					
	Estimated Hours			Total Hours	
Mike Jackson				0	
Todd Fredericksen				0	
Tom Fulton	6	6	5	17	
Shannon Jeffries				0	
Jeremy Stretz	12	20	12	44	
Taylor McHenry	24	20	40	84	
Abbie Urbanek		40		40	
Total Hours	42	86	57	185	
Subtotal Personnel Services	\$5,200.35	\$9,013.95	\$6,691.17	\$20,905.48	
Direct Non-Salary Costs					
Item	Unit Cost	Reimbursable Units		Total Units	Extended Cost
Sub: GHA Inc.	\$ 55.00		597	597	\$32,835.00
Mileage	\$ 0.58		400	400	\$232.00
Lodging (per night)	\$ 109.00			0	\$0.00
Per-diem (per day)	\$ 61.00			0	\$0.00
Rental Car & Fuel (per day)	\$ 75.00			0	\$0.00
Subtotal Direct Expenses		\$0.00	\$33,067.00	\$0.00	\$33,067.00
Task Total Estimated Fee	\$5,200.35	\$42,080.95	\$6,691.17		\$53,972.48

Traffic Signal Timing Updates - Phase 2

City of Des Moines
 Fee Estimate For Engineering Services
 Traffic Signal Timing Updates - Phase 2
 Page 5 of 8

Task 2 Traffic Engr/Signal Timing Analysis

Subtasks	a. Traffic Operations Analysis	b. Develop Synchro Models	c. Timing Plan Development		
Personnel Services					
	Estimated Hours			Total Hours	
Mike Jackson				0	
Todd Fredericksen				0	
Tom Fulton	1	6	72	79	
Shannon Jeffries	2	60	60	122	
Jeremy Stretz	16	40	230	286	
Taylor McHenry		120	200	320	
Abbie Urbanek				0	
Total Hours	19	226	562	807	
Subtotal Personnel Services	\$2,478.96	\$29,021.26	\$73,773.11	\$105,273.33	
Direct Non-Salary Costs					
Item	Unit Cost	Reimbursable Units		Total Units	Extended Cost
Sub: GHA Inc.	\$ 55.00			0	\$0.00
Mileage	\$ 0.58			0	\$0.00
Lodging (per night)	\$ 109.00			0	\$0.00
Per-diem (per day)	\$ 61.00			0	\$0.00
Rental Car & Fuel (per day)	\$ 75.00			0	\$0.00
Subtotal Direct Expenses		\$0.00	\$0.00	\$0.00	\$0.00
Task Total Estimated Fee	\$2,478.96	\$29,021.26	\$73,773.11	\$105,273.33	

Traffic Signal Timing Updates - Phase 2

City of Des Moines

Fee Estimate For Engineering Services

Traffic Signal Timing Updates - Phase 2

Page 6 of 8

Task 3 Travel Time Studies

Subtasks	a. Travel Time Studies	
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Personnel Services	Estimated Hours	Total Hours
Mike Jackson		0
Todd Fredericksen		0
Tom Fulton	8	8
Shannon Jeffries		0
Jeremy Stretz	8	8
Taylor McHenry	40	40
Abbie Urbanek	75	75
Total Hours		0
Subtotal Personnel Services	\$12,943.11	\$12,943.11

Direct Non-Salary Costs	Unit Cost	Reimbursable Units	Total Units	Extended Cost
Sub: GHA Inc.	\$ 55.00		0	\$0.00
Mileage	\$ 0.58	500	500	\$290.00
Lodging (per night)	\$ 109.00		0	\$0.00
Per-diem (per day)	\$ 61.00		0	\$0.00
Rental Car & Fuel (per day)	\$ 75.00		0	\$0.00
Subtotal Direct Expenses		\$290.00		\$290.00

Task Total Estimated Fee	\$13,233.11	\$13,233.11
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Traffic Signal Timing Updates - Phase 2

City of Des Moines
 Fee Estimate For Engineering Services
 Traffic Signal Timing Updates - Phase 2
 Page 7 of 8

Task 4 Technical Memorandum

Subtasks	a. Technical Memorandum	
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Personnel Services	Estimated Hours	Total Hours
Mike Jackson		0
Todd Fredericksen		0
Tom Fulton	14	14
Shannon Jeffries	16	16
Jeremy Stretz	16	16
Taylor McHenry	16	16
Abbie Urbanek		0
Total Hours	62	62
Subtotal Personnel Services	\$9,193.14	\$9,193.14

Direct Non-Salary Costs	Unit Cost	Reimbursable Units	Total Units	Extended Cost
Sub: GHA Inc.	\$ 55.00		0	\$0.00
Mileage	\$ 0.58		0	\$0.00
Lodging (per night)	\$ 109.00		0	\$0.00
Per-diem (per day)	\$ 61.00		0	\$0.00
Rental Car & Fuel (per day)	\$ 75.00		0	\$0.00
Subtotal Direct Expenses		\$0.00		\$0.00

Task Total Estimated Fee	\$9,193.14	\$9,193.14
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Traffic Signal Timing Updates - Phase 2
 City of Des Moines
 Fee Estimate For Engineering Services
 Traffic Signal Timing Updates - Phase 2
 Page 8 of 8

Task 5 Implementation Support

Subtasks	a. Implementation of New Timing Plans and b. Field Adjustments																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Personnel Services</th> <th style="text-align: right;">Estimated Hours</th> <th style="text-align: right;">Total Hours</th> </tr> </thead> <tbody> <tr> <td>Mike Jackson</td> <td></td> <td style="text-align: right;">0</td> </tr> <tr> <td>Todd Fredericksen</td> <td></td> <td style="text-align: right;">0</td> </tr> <tr> <td>Tom Fulton</td> <td style="text-align: right;">35</td> <td style="text-align: right;">35</td> </tr> <tr> <td>Jeremy Stretz</td> <td style="text-align: right;">125</td> <td style="text-align: right;">125</td> </tr> <tr> <td>Taylor McHenry</td> <td style="text-align: right;">125</td> <td style="text-align: right;">125</td> </tr> <tr> <td>Abbie Urbanek</td> <td></td> <td style="text-align: right;">0</td> </tr> <tr> <td>Total Hours</td> <td style="text-align: right;">285</td> <td style="text-align: right;">285</td> </tr> <tr> <td>Subtotal Personnel Services</td> <td style="text-align: right;">\$35,398.53</td> <td style="text-align: right;">\$35,398.53</td> </tr> </tbody> </table>			Personnel Services	Estimated Hours	Total Hours	Mike Jackson		0	Todd Fredericksen		0	Tom Fulton	35	35	Jeremy Stretz	125	125	Taylor McHenry	125	125	Abbie Urbanek		0	Total Hours	285	285	Subtotal Personnel Services	\$35,398.53	\$35,398.53													
Personnel Services	Estimated Hours	Total Hours																																								
Mike Jackson		0																																								
Todd Fredericksen		0																																								
Tom Fulton	35	35																																								
Jeremy Stretz	125	125																																								
Taylor McHenry	125	125																																								
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Direct Non-Salary Costs</th> <th style="text-align: right;">Unit Cost</th> <th style="text-align: right;">Reimbursable Units</th> <th style="text-align: right;">Total Units</th> <th style="text-align: right;">Extended Cost</th> </tr> </thead> <tbody> <tr> <td>Sub: GHA Inc.</td> <td style="text-align: right;">\$ 55.00</td> <td></td> <td style="text-align: right;">0</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Mileage</td> <td style="text-align: right;">\$ 0.58</td> <td></td> <td style="text-align: right;">0</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Lodging (per night)</td> <td style="text-align: right;">\$ 109.00</td> <td style="text-align: right;">24</td> <td style="text-align: right;">24</td> <td style="text-align: right;">\$2,616.00</td> </tr> <tr> <td>Per-diem (per day)</td> <td style="text-align: right;">\$ 61.00</td> <td style="text-align: right;">30</td> <td style="text-align: right;">30</td> <td style="text-align: right;">\$1,830.00</td> </tr> <tr> <td>Rental Car & Fuel (per day)</td> <td style="text-align: right;">\$ 75.00</td> <td style="text-align: right;">30</td> <td style="text-align: right;">30</td> <td style="text-align: right;">\$2,250.00</td> </tr> <tr> <td>Subtotal Direct Expenses</td> <td></td> <td style="text-align: right;">\$6,696.00</td> <td></td> <td style="text-align: right;">\$6,696.00</td> </tr> <tr> <td>Task Total Estimated Fee</td> <td></td> <td style="text-align: right;">\$42,094.53</td> <td></td> <td style="text-align: right;">\$42,094.53</td> </tr> </tbody> </table>			Direct Non-Salary Costs	Unit Cost	Reimbursable Units	Total Units	Extended Cost	Sub: GHA Inc.	\$ 55.00		0	\$0.00	Mileage	\$ 0.58		0	\$0.00	Lodging (per night)	\$ 109.00	24	24	\$2,616.00	Per-diem (per day)	\$ 61.00	30	30	\$1,830.00	Rental Car & Fuel (per day)	\$ 75.00	30	30	\$2,250.00	Subtotal Direct Expenses		\$6,696.00		\$6,696.00	Task Total Estimated Fee		\$42,094.53		\$42,094.53
Direct Non-Salary Costs	Unit Cost	Reimbursable Units	Total Units	Extended Cost																																						
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ATTACHMENT I
Page 1 of 1
SUBCONSULTANT SCOPE AND BUDGET

Project Number: 019-2412

State of Iowa

I hereby certify that I, Arthur J. Penn, P.E, am the Director of Data Collection and duly authorized representative of the firm of Gewalt Hamilton Associates, Inc., whose address is 625 Forest Edge Drive, Vernon Hills, Illinois, and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.

Arthur J. Penn
 Signature

7/17/2020
 Date

GEWALT HAMILTON ASSOCIATES, INC. SCOPE OF SERVICES

Gewalt Hamilton Associates will perform turning movement traffic volume counts at 86 intersections in Des Moines, Iowa. The counts will be conducted during the morning, mid-day, and afternoon peak periods. The counts will be conducted for two hours per each peak period.

To aid in the determination of how long to run the timing plans, an additional 7 hours of counts at up to 8 of the 86 intersections will also be conducted. Also, to consider timing plans for other days/periods, an additional 25 hours of counts is also budgeted.

GEWALT HAMILTON ASSOCIATES, INC. FEE PROPOSAL

Turning Movement Volume Counts:

<u>Period</u>	<u>Hours</u>			
AM Peak	2			
Mid-day Peak	2			
PM Peak	2			
<u>Total hours per Intersection =</u>		6	x	86 Intersections =
				516 hours

Additional Intersection Count Needs:

7 additional hours per intersection x 8 intersections = 56 hours

Additional Counting Hours to be used as needed = 25 hours

Total Hours = 597 hours

Hourly Rate x \$55.00/hour

Total Cost = \$32,835

ATTACHMENT 1

CITY OF DES MOINES, IOWA PROFESSIONAL SERVICES – CONSTRUCTION DESIGN

INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "Consultant" means and includes the Consultant, its officers, agents, employees, subcontractors, subconsultants and others under the control of Consultant. The term "CITY" means the City of Des Moines, Iowa and its elected and appointed officials, agents, employees and volunteers.

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 "nonadmitted" 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. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Consultant shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. ***Waiver of Subrogation in favor of the CITY is required.***

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Consultant shall procure and maintain 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.***

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.

C. PROFESSIONAL LIABILITY INSURANCE: The Consultant shall procure and maintain Professional Errors and Omissions Insurance with limits not less than \$1,000,000 per claim and in the aggregate.

D. CONTRACTUAL LIABILITY: The General Liability Insurance policy shall include Contractual Liability coverage equivalent to that included in ISO standard form CG 0001. To the extent available, the Professional Liability Insurance policy shall also include Contractual Liability coverage. The CITY shall not be included as an Additional Insured on either policy.

- E. **CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT:** The General Liability Insurance and Professional Liability Insurance policies shall be endorsed to provide the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. **Written notifications shall be sent to: 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, including its appointed officials, agents, employees and volunteers and others working on its behalf, 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 policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY.
- G. **PROOF OF INSURANCE:** The Consultant shall provide 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". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. **Mail Certificates of Insurance to: Engineering Department, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.**
- H. **AGENTS, SUBCONSULTANTS AND SUBCONTRACTORS:** The Consultant shall require that any of its agents, subconsultants and subcontractors who perform work and/or services on behalf of the Consultant purchase and maintain the types of insurance customary for 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; including bodily injury or 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, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

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, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

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, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

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

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.

For professional service agreements with a total estimated cost to the CITY of \$500,000 or more, delete the second paragraph of Section 3 above and replace it with the following:

For 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 and economic damages that may be asserted or claimed against, recovered from or suffered by the CITY that arise out of any negligent act, error or omission of the Consultant, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

**PROFESSIONAL SERVICES AGREEMENT - ATTACHMENT 1A
TRANSPORTATION PROJECT**

During the performance of this contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

1. **Compliance with Regulations:** The consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Non-Discrimination:** The consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Des Moines, the IDOT or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Des Moines, the IDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-Compliance:** In the event of the consultant's noncompliance with the non-discrimination provisions of this contract, the City of Des Moines shall impose such contract sanctions as it, the IDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the consultant under the contract until the consultant complies, and/or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The consultant shall take such action with respect to any subcontract or procurement as the City of Des Moines, the IDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Des Moines or the IDOT to enter into such litigation to protect the interests of the City of Des Moines or the IDOT; and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2019

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 SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Molly Harmon PHONE (A/C, No, Ext): 402-964-5598 FAX (A/C, No): 402-557-6325 E-MAIL ADDRESS: mharmon@ssgi.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Travelers Ind. Co. Of America NAIC # 25666	
INSURER B: Charter Oak Fire Ins. Co. 25615	
INSURER C: Travelers Property Casualty Co. of America 25674	
INSURER D: Phoenix Insurance Company 25623	
INSURER E: Ace American Insurance Co.	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 39113234 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.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			P-630-8D707184	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		OTHER:						MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
									\$
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			P-810-2L645724	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
C	<input checked="" type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			PSM-CUP-9H235899	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 9,000,000
								AGGREGATE	\$
									\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-9H987803-20-43	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
								E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E		Professional Liability Claims Made			EON G25589993 007	1/1/2020	1/1/2021	PL Each Claim PL Aggregate PL Ded Per Claim	\$ 5,000,000 \$ 5,000,000 \$ 350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All Carriers listed above have AM Best Ratings of A++XV.
 Waiver of Subrogation applies for General Liability & Workers' Compensation if required by written contract executed prior to loss.

APPROVED

DEC 27 2019

[Signature]

CERTIFICATE HOLDER City of Des Moines City Hall 400 Robert D. Ray Drive Des Moines IA 50309-1891	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 <i>Jim Aldridge</i>
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POLICY NUMBER: P-630-BD7071 B4-TIA-16

ISSUE DATE: 01-11-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 90

PERSON OR
ORGANIZATION:

ANY PERSON OR ORGANIZATION
(SEE IL TB 03)

ADDRESS:

LINCOLN
NE
68501

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

IL 14 05 03 11

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1/20/2016 7:58:52 AM Batch: 3110400

POLICY NUMBER: P-630-BD7071 B4-TIA-16

ISSUE DATE: 01-14-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 90

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION
(SEE IL TB 08)

ADDRESS:

LINCOLN
NE
68504

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

POLICY NUMBER: P-680-8D707184-TIA-16

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
(IL T4 05 03 11)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE
NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED
INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING
OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION IN SUCH WRITTEN REQUEST FROM YOU
TO US,