

Date September 14, 2020

**APPROVING EXCEPTION TO REQUEST FOR PROPOSALS PROCESS FOR GOOD CAUSE AND APPROVING PROFESSIONAL SERVICES AGREEMENT WITH I & S GROUP, INC., FOR THE MARKET DISTRICT STREET RECONSTRUCTION PROJECT (E 1<sup>ST</sup>, 2<sup>ND</sup>, 3<sup>RD</sup>, AND 7<sup>TH</sup> STREETS), NOT TO EXCEED \$463,117.**

WHEREAS, I & S Group, Inc. is leading the street and public infrastructure design efforts for JSC Properties' Market District Master Redevelopment design team, including the coordination of the green infrastructure components associated with the proposed Market District streets; and

WHEREAS, for project design and schedule efficiencies, the City Engineer recommends that I & S Group, Inc. be retained for the Market District Street Reconstruction Project (E 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 7<sup>th</sup> Streets); and

WHEREAS, the City Engineer recommends that the procurement of professional services for the Market District Street Reconstruction Project (E 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 7<sup>th</sup> Streets) be exempted from the requirements of the Engineering Department's Request for Proposal (RFP) process and advertising requirement for good cause shown, pursuant to Section 2-726(b)(1)(a) of the Municipal Code of the City of Des Moines.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That good cause has been shown to exempt the procurement of the above described services from the requirements of the Engineering Department's RFP process and the advertising requirement of such Section.

BE IT FURTHER RESOLVED: That Professional Services Agreement between the City of Des Moines and I & S Group, Inc., for a total cost not to exceed \$463,117, based on hourly rates and reimbursable costs, to provide professional services for the Market District Street Reconstruction Project (E 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 7<sup>th</sup> Streets), a copy of which is on file in the office of the City Clerk, is hereby approved as to form and content.

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

(Council Letter Number 20.402 attached)  
Activity ID 01-2021-003

Moved by \_\_\_\_\_ to adopt.

★ Roll Call Number

Agenda Item Number

9

Date September 14, 2020

FORM APPROVED: s/Kathleen Vanderpool

Kathleen Vanderpool  
Deputy City Attorney

Funding Source: 2020-21 CIP, Street Improvements Page 25, Market District Infrastructure Improvements, ST282, TIF Bonds

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

MOTION CARRIED

APPROVED

\_\_\_\_\_  
Mayor

**CERTIFICATE**

I, P. KAY CEMLIK, 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.

\_\_\_\_\_  
City Clerk

**CITY OF DES MOINES**  
**AGREEMENT FOR PROFESSIONAL SERVICES: HOURLY**  
**Market District Street Reconstruction Project (E 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 7<sup>th</sup> Streets)**  
**Activity ID 01-2021-003**

**THIS AGREEMENT** for Professional Services (hereinafter "Agreement") is made by and between the City of Des Moines, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the "City" and I&S Group, Inc., Lynn Bruns, CEO, 115 E. Hickory Street Street, Suite 300, Mankato, MN 56001, hereinafter referred to as the "Consultant", being a corporation organized and existing under the laws of the State of Minnesota and being duly authorized to do business in the State of Iowa. This Agreement is not valid until signed by the City representative set out below.

WHEREAS, the City is desirous of obtaining professional services in connection with the Market District Street Reconstruction Project (E 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 7<sup>th</sup> Streets), consisting of improvements to the public right of way along the portions of E 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 7<sup>th</sup> Streets between Court Ave. and Vine Street. Improvements include reconstruction of the full roadway section, including utilities, safety improvements to the railway pedestrian crossings, and landscape and sidewalk improvements, including the addition of Green Infrastructure to address water quality for the public rights of way (hereinafter the "Project"); and

WHEREAS, the Consultant is desirous of performing the professional services for the City in connection with the Market District Street Reconstruction Project (E 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 7<sup>th</sup> Streets).

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**SECTION 1 - GENERAL**

- A. PERFORMANCE:** The performance of the Consultant is limited to the scope of services outlined as hereinafter set forth.
- B. CONSULTANT'S REPRESENTATIONS:** The Consultant represents and agrees that:
1. Consultant is an experienced licensed architectural and/or engineering firm having the ability and skill necessary to perform all the services required of it under this Agreement in connection with the design of the Project having the scope and complexity of the Project contemplated herein; and
  2. Consultant has the capabilities and resources necessary to perform its obligations hereunder; and
  3. Consultant is familiar with all current local, state and federal laws, rules and regulations which are applicable to the design and construction of the Project (including but not limited to city ordinances and building codes of city, state and federal authorities that are applicable to the Project) and that all drawings, plans, specifications and other documents prepared by the Consultant must be prepared in accordance with, and comply with all applicable laws, rules and regulations; and
  4. All plans, drawings, specifications and other documents prepared pursuant to this Agreement must be complete and functional for the purposes intended, and that the Project will be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and
  5. That all services provided by the Consultant shall be performed in a timely manner and shall be performed with that degree of care, skill, and diligence ordinarily exercised under similar conditions and in the performance of projects of a similar nature to the services contemplated by this Agreement by competent members of the architectural and engineering professions. Consultant represents that it has the experience and expertise necessary to provide design and engineering services to result in a functional, operating Project. Consultant shall be responsible for all services provided under this Agreement regardless of whether such services are provided by Consultant or by any subconsultant hired by Consultant.
  6. The Consultant is responsible for the professional quality, technical accuracy, timely completion and the coordination of all plans, studies, designs, drawings, specifications, reports, and other services furnished by Consultant for the City under this Agreement regardless of whether such drawings and documents are prepared by the Consultant or by the Consultant's subconsultant's. The Consultant is

responsible for coordination and internal checking of all design documents and for the accuracy of all information contained therein, as fully as if each document were prepared by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its plans, studies, designs, drawings, specifications, reports, or other services.

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

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

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

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

**J. CHANGES IN SCOPE OF SERVICES:**

1. Extra Work: Authorization for extra work shall be evidenced by the City and Consultant in writing, in the form of a Supplemental Agreement. At the discretion of the City, work not called out in the Agreement or which is considered to be beyond the extent of a reasonable exploration of alternates and/or "trial and error" solutions in design procedure may be classed as extra work. Extra work will usually be of limited extent and may consist of, but is not necessarily limited to:
  - a. The introduction of new items of work beyond the stated or implied scope of the Agreement.
  - b. Redesign and/or detailing based on change of concept after prior approval and authorization to proceed and causing appreciable loss of work accomplished. This item consists of work required to revise plans and/or documents to the state of completion obtained prior to the order for change.

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

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

**K. NONDISCRIMINATION:** The Consultant hereby acknowledges and agrees:

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

**L. DISADVANTAGED BUSINESS ENTERPRISE/TARGETED SMALL BUSINESS (DBE/TSB) PROGRAM:** It is the policy of the City of Des Moines that Disadvantaged Business Enterprises (DBEs)



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

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

the following:

1. Invoice and billings for service.
2. City adopted Design Standards and specifications.
3. The Des Moines Engineering Department standard format for reports, plans, and/or specifications includes:
  - a. Plan Sheets: 11"x 17" preferred and 24"x36" maximum size in Bentley Microstation digital format.
  - b. Reports and/or specifications: 8.5"x11" in Microsoft Word digital format.
  - c. Other formats only upon special approval of the City Engineer.
4. Plan-review process including site-plan and review by Boards and Commissions.
5. Include City Activity ID on all documents related to this Agreement.

- S. NOTICE TO PROCEED:** The Consultant shall not begin work until a written notice to proceed is issued by the City Engineering Department. If Section 2 of this Agreement provides for the work to be completed in phases, a notice to proceed shall be issued for each phase.
- T. INDEPENDENT CONTRACTOR STATUS:** It is expressly understood that Consultant is an independent contractor and not the agent or employee of the City. Consultant is not entitled to tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Consultant shall not have the authority to enter into any contract to bind the City and shall not represent to anyone that Consultant has such authority.
- U. USE OF CITY NAME AND INTELLECTUAL PROPERTY:** Consultant agrees it will not use the City name, logos, trademarks or any intellectual property of the City in any manner, including commercial advertising, portfolio or other business reference, without the express prior written consent of the City.
- V. CONFIDENTIALITY:** Consultant agrees to hold in trust and confidence any confidential and proprietary information, record, documents or data relating to City business that is identified by the City as confidential and proprietary ("Confidential Information"). If Consultant receives a request for disclosure of Confidential Information, Consultant shall immediately notify the City and cooperate with the City on a response to the requestor of such information.
- W. LAWS OF IOWA:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. Consultant, on behalf of itself and insurers, agrees and consents that any causes of action arising out of this Agreement shall be brought in the appropriate court of jurisdiction in Polk County, Iowa and consents, on behalf of itself and insurers, to the jurisdiction of either the United States District Court, Southern District of Iowa or the Iowa District Court in and for Polk County, Iowa.

## **SECTION 2 - SCOPE OF SERVICES**

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

**SECTION 3 - COMPENSATION:** The Consultant shall be compensated by the City as follows:

- A. HOURLY:** Compensation to the Consultant for all services under this Agreement shall be on the basis of hourly labor rates, and reimbursable costs as shown in the current Consultant's Standard Fee Schedule as

shown in Attachment No. 3. The total compensation for the Project services shall not exceed \$463,117 without prior approval of the City.

The Consultant shall bill services based on the Consultant's current standard fee schedule at the time services are rendered, subject to the fee schedule being approved by the City Engineer in writing. Any adjustment or change in the standard fee schedule will not affect the maximum fee set forth above.

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

**SECTION 4 - COMPLETION OF WORK:** The Consultant shall complete all services outlined in this Agreement on or before August 31, 2021 providing no unforeseen delays are experienced beyond the control and without the fault or negligence of the Consultant.

**SECTION 5 – PRIMARY CONTACTS FOR THIS AGREEMENT:** The City Engineer has designated the primary contact person for the City of Des Moines as Matt Rademacher, P.E., Project Manager, Phone: 515.283.4076, Email: [mkrademacher@dmgov.org](mailto:mkrademacher@dmgov.org). All communications directed to the City must be in writing to Matt Rademacher, City of Des Moines Engineering, 400 Robert D. Ray Drive, Des Moines, IA 50309.

The primary contact person for I&S Group, Inc., shall be Evan Del Val, P.E., Project Manager, 508 E. Locust St., Des Moines, IA 50309, Phone: 515.243.9143. All communications directed to the Consultant must be in writing, such as payments, contracts, etc., directed to Evan Del Val, P.E. , 508 E. Locust St., Des Moines, IA 50309, Phone: 515.243.9143, Email: [Evan.DelVal@ISGInc.com](mailto:Evan.DelVal@ISGInc.com).



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

To City: Matt K. Rademacher, P.E.  
400 Robert D. Ray Drive  
Des Moines, IA 50309

To Consultant: Evan Del Val, P.E.  
508 E. Locust St.  
Des Moines, IA 50309

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, in triplicate, as of this 14th day of September, 2020.

**CITY OF DES MOINES, IOWA**

**I + S Group, Inc.**

\_\_\_\_\_  
T.M. Franklin Cownie, Mayor

  
\_\_\_\_\_  
Derek A. Johnson, Executive Vice President/Treasurer

FORM APPROVED:

ATTEST:

  
\_\_\_\_\_  
Kathleen Vanderpool, Deputy City Attorney

\_\_\_\_\_  
P. Kay Cmelik, City Clerk



## ATTACHMENT 1

### CITY OF DES MOINES, IOWA PROFESSIONAL SERVICES – CONSTRUCTION DESIGN

#### INSURANCE & INDEMNIFICATION REQUIREMENTS

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

#### 1. GENERAL

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

#### 2. INSURANCE REQUIREMENTS

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

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

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

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

### 3. **INDEMNIFICATION REQUIREMENTS**

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

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



**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.

**ATTACHMENT NO. 2  
SCOPE OF SERVICES  
FOR  
CITY OF DES MOINES  
AGREEMENT FOR PROFESSIONAL SERVICES  
Market District Street Reconstruction Project (E 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 7<sup>th</sup> Streets)  
Activity ID 01-2021-003**

The **CITY** plans to improve portions of E 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 7<sup>th</sup> Streets as part of a first phase of improvements between Court Avenue and Vine Street within the Market District area. Improvements include roadway reconstruction, including utility adjustments and pavement sections, improvements to the sidewalks, and the incorporation of Green Infrastructure components to address storm water quality within the public rights of way.

**CONSULTANT** shall provide all services necessary under this Agreement including detailed work, services, materials, equipment and supplies to complete the following tasks:

Phase 1 – E 1<sup>st</sup> St., E 2<sup>nd</sup> St., E 3<sup>rd</sup> St. and E 7<sup>th</sup> St.

1. Project/Contract Management
2. Project Coordination
3. Survey, Acquisition Exhibits and Construction Easements
4. Preliminary Design
5. Design Phase Services
6. Bidding Phase Services

## **1. PROJECT/CONTRACT MANAGEMENT**

### **A. Monitoring Project Schedule**

The **CONSULTANT** shall prepare and submit monthly project status that include schedule updates (1-page) via email, outlining the following activities during the reporting period: activities completed during the prior month, activities planned for the following month, problems encountered and recommended solutions, and overall project status. If design work is not progressing in a manner to comply with the anticipated completion date, the **CONSULTANT** shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. The monthly update shall include a list of requested information from the **CITY** with a desired response date noted to avoid delay of the **CONSULTANT**'s services.

The Phase 1 project schedule shall be developed to anticipate a March 2021 **City of Des Moines** letting for the E 2<sup>nd</sup> Street Improvements only, which shall follow the outlined milestones below. A separate Plan/Bid set shall be developed, and a separate bid letting shall be held, for E 1<sup>st</sup>, 3<sup>rd</sup> and 7<sup>th</sup> Streets. Services for the production of separate project Plan/Bid set(s) shall be provided via Supplemental Agreement. Design schedules for the E 1<sup>st</sup>, 3<sup>rd</sup> and 7<sup>th</sup> Street Improvements shall be as outlined below in Section 7.

Notice to Proceed	September 2020
30% Design (E 2 <sup>nd</sup> Street)	October 2020
60% Design (E 2 <sup>nd</sup> Street)	November 2020
90% Design (E 2 <sup>nd</sup> Street)	December 2020
100% Design (E 2 <sup>nd</sup> Street)	January 2021

Efforts shall be made to coordinate the bidding and construction schedules for projects being completed as part of this Agreement to coincide with the construction schedules of the adjoining roadway sections that are being completed as part of the proposed JSC Market District re-development project.

### **B. Monitoring Project Scope**

The **CONSULTANT** shall identify, schedule and assign all project tasks, being cognizant of each task's relation to one another, and coordinate them with all entities associated with the project. The **CONSULTANT** shall inform the **CITY** of any additional services requested by the **CITY** that were not included in the scope of services contract approved by the **CITY** for this project. It shall be the responsibility of the **CONSULTANT** to inform

the **CITY** of any potential amendments to the contract before the services are rendered. This notice shall occur prior to any extra services being performed. Only those services included in the Agreement or added by written amendment, executed by both parties, are eligible for compensation.

### **C. Quality Assurance/Quality Control Plan**

The **CONSULTANT** shall develop a Quality Assurance/Quality Control Plan, and designate staff responsibility for implementation of the Plan, and perform ongoing review of the design plan preparation process for completeness and quality to minimize design errors/omissions and construction conflicts.

### **D. Invoice Processing and Review**

The **CONSULTANT** shall create, review and process invoices, not more than on a monthly basis, verifying they meet **CITY** payment requirements and verifying all necessary information required for payment is included. The **CONSULTANT** shall coordinate with **CITY** staff, as necessary, and answer any questions regarding invoices and verify the percentage of work complete on the project is consistent with the percentage of work invoiced. Services provided as part of this task shall include all other general project administration necessary to complete the project.

## **2. PROJECT COORDINATION**

### **A. Project Review Meetings**

The **CONSULTANT** shall meet with the **CITY** or its designated representative to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The **CONSULTANT** shall document and distribute minutes for all meetings.

The following meetings are included with the scope of work:

- 1) Project Kickoff Meeting
- 2) 30% Design Progress Meeting
- 3) Utility Design Review Meeting
- 4) Public Information Planning Meeting
- 5) Public Information Meeting
- 6) 60% Design Progress Meeting
- 7) 90% Design Progress Meeting
- 8) Access Advisory Board Meeting
- 9) Transportation Safety Committee Meeting
- 10) City Council Meeting

### **B. Utility Coordination**

The **CONSULTANT** shall contact Iowa One Call through the Design Request System to obtain locations of underground utility facilities within the project limits. The **CONSULTANT** shall contact the owners/operators of the underground utility facilities within the project limits to obtain information on the facilities and establish coordinates and elevations (if possible) for utilities that fall within the limits of the project.

The **CONSULTANT** shall field locate visible valves and utility access within the project limits to accurately account for adjustment and/or replacement. Underground utilities shall be incorporated into the project through map requests to the utility companies and drawn into the design file. Utilities include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, storm sewer, and in-pavement traffic control equipment (including power poles, pedestals, valves and manholes). After the utilities have been located a map shall be shared with the pertinent utility companies to confirm the facility locations.

**CONSULTANT** shall contact and coordinate with utilities located on or near the roadway, per Iowa Department of Transportation's (DOT) Instructional Memorandum "Utility Accommodation and Coordination". **CONSULTANT** shall coordinate with each utility that may need to relocate, or be accommodated, to develop mitigation or relocation schedule and shall include known utilities on construction drawings as appropriate.

**CONSULTANT** shall attend one (1) Joint Design Review meeting with representatives from each of the utility companies having facilities in the project area.

### **C. Sanitary Sewer Services**

In the event of a potential conflict with the proposed roadway grade or other proposed utilities, the **CONSULTANT** shall obtain the location and elevation of sanitary sewer services. The **CITY** shall provide television reports for existing sanitary sewer mains, if currently available.

### **D. Green Infrastructure Design**

The **CONSULTANT** shall design of Green Infrastructure components within the public rights of way, consistent with design features being included within the adjacent JSC Market District development. The Green Infrastructure will be utilized to provide water quality improvements to the public right of way including both roadway and sidewalk zones along the project roadways.

### **E. Adjacent Project Coordination:**

#### **1) Market District Sanitary Sewer and Force Main**

The **CONSULTANT** shall coordinate with Veenstra & Kimm (design consultant for the City's Market District Sanitary Sewer and Force Main Project) regarding project design elements in order to incorporate information from the Market District Sanitary Sewer and Force Main Project into the design Plans being developed as part of this project. This shall include updates provided to the **CITY** as part of this coordination.

### **F. Project Permitting**

The **CONSULTANT** shall assist the **CITY** in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The **CONSULTANT** shall prepare the following documents for the project:

- 1) The Project permits will be obtained by the **CITY**; however, the **CONSULTANT** shall develop and submit a Concept Statement, Preliminary Plans, Check Plans, Final Plans, Project Development Certification and Plan Turn-in required in accordance with the same standards as if being prepared for an Iowa DOT-bid project.

Any fees for construction permits, licenses, or other costs associated with permits and approvals shall be the responsibility of, and paid by, the **CITY**. The **CONSULTANT** shall provide technical criteria, written descriptions and design data for the **CITY'S** use in filing the applications for permits. The **CONSULTANT** shall prepare the permit applications and other documentation.

### **G. Public Participation and Involvement**

The **CONSULTANT** shall develop a public participation and involvement plan in consultation with the **CITY** to be implemented and utilized throughout the design of the project. The plan shall include public notices and public meetings in accordance with the guidelines and recommendations for COVID-19 at the time of such meetings

#### **1) Property Owner Coordination – Public Notices**

The following Public Notices are anticipated as part of this project:

- i. Public Meeting invitation letters

The **CITY** shall provide the **CONSULTANT** templates for all letters, mailing address lists, and envelopes. The **CONSULTANT** shall prepare and mail all letters to Property Owners. Property Owners will be encouraged to respond directly to the **CITY** with comments and concerns. The **CONSULTANT** shall assist in tracking public comments and incorporate suggestions into the project, as appropriate.

#### **2) Property Owner Coordination – Public Meeting**

The **CONSULTANT** shall assist in the preparation of and attend one (1) public informational meeting. The purpose of the meeting shall be to provide an overview of the proposed improvements and potential impacts to surrounding properties. The **CONSULTANT** shall gather information from property owners, businesses, and stakeholders regarding project concerns, specific issues, and priorities. The **CONSULTANT** shall provide the following services:

- i. Participation in one (1) pre-planning meeting prior to the public meetings.
- ii. Preparation of necessary maps showing the proposed improvements.
- iii. Preparation of a Project Fact Sheet (for attendees to take).
- iv. Attendance at, and participation in, one (1) public meeting.

**3) Property Owner Coordination – One on One property owner meetings**

The **CONSULTANT** shall meet with each individual property owner immediately adjacent to and along the corridor to be impacted by the construction project to learn business operations, impacts of the project, address concerns and answer questions. These meetings will be in accordance with the guidelines and recommendations for COVID-19 at the time of the such meetings. The **CONSULTANT** shall provide the minutes from each property owner meeting.

**3. SURVEY AND DATA COLLECTION**

**A. Topographic Survey**

The **CONSULTANT** is gathering topographic and boundary survey under a separate contract.

**B. Survey Control**

The **CONSULTANT** shall use the following survey control for services under this Agreement:

- 1) Horizontal Control – Iowa Regional Coordinate System
- 2) Vertical Control – City of Des Moines Vertical Datum
- 3) U.S. Survey Feet

**C. Additional Data Collection**

- 1) The **CITY** shall provide any available existing pavement data to the **CONSULTANT**.
- 2) The **CONSULTANT** shall collect televising data for existing storm and sanitary sewers and shall be reviewed by the **CITY**.
- 3) The **CONSULTANT** shall utilize the traffic report for the JSC Market District Development completed by **CITY**'s Traffic Impact Study Consultant (HDR).

**D. Individual Parcel Easement Exhibits**

The **CONSULTANT** shall prepare individual property acquisition exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed roadway design elements, driveway access, and site modifications; in addition to existing right-of-way lines, proposed fee title right-of-way needs and permanent/temporary easement needs. The exhibits shall be labeled with key parcel information and reference individual easement square footage areas. The exhibits shall be used by the **CITY** for initial right-of-way discussions and verification in advance of the preparation of acquisition plats. For budgetary purposes, it is assumed that twenty (24) parcel exhibits are within the project limits.

**4. PRELIMINARY DESIGN**

**A. Develop Design Criteria and Research**

The **CONSULTANT** shall prepare design criteria to be used in developing conceptual design plans and specifications. Criteria shall conform to SUDAS and, where pertinent, the National Association of City Transportation Officials (NACTO) street and green infrastructure design guidelines. The criteria to be addressed shall include:

- 1) Existing conditions
- 2) Confirm Design Criteria (roadway classification, speeds, typical section, cross slope, curb radii, etc.)
- 3) Pavement design recommendations
- 4) ADA sidewalk ramp compliance locations and needs
- 5) Railroad safety features, including pedestrian crossings
- 6) Potential surface and parkway drainage concerns
- 7) Green Infrastructure
- 8) Utility structure deficiencies or impacts (manholes, intakes, valves, handholes, traffic signal equipment, etc.)
- 9) Conceptual construction staging concept



- 10) Property owner impacts: access, parkway grading, impacted landscaping, trees, mailboxes, driveway concerns, etc.
- 11) Estimated number of trees for removal
- 12) Recommendations
- 13) Alternative recommendations
- 14) Design Exceptions
- 15) Regulatory Permit Needs, if Required (NPDES, DNR water, DNR sewer, etc.)

## **5. DESIGN PHASE SERVICES**

### **A. Design Sheet Criteria**

All plan sheets shall include the project Activity ID and Plan File Number. The **CITY** shall provide the **CONSULTANT** with a standard border and Title Sheet. Page numbers may be modified, as necessary, to conform to SUDAS standards, as required.

### **B. Preliminary Plans (30%)**

#### **1) Preliminary Plan Preparation**

After **CITY's** review of the Conceptual Design and upon authorization from the **CITY**, the **CONSULTANT** shall proceed with the development of Preliminary Design Plans for the project letting. Upon completion, the design plans shall be approximately 30% complete. The submittal of Preliminary Plans shall be completed on or before the anticipated schedule below.

Preliminary Plans shall be completed to provide the **CITY** the detail necessary to evaluate and budget for ultimate project improvement goals and an understanding of property impacts. The following specific design items are to be included:

- i. Pavement reconstruction/rehabilitation plan limits
- ii. Typical sections
- iii. Layout of sidewalk, including ADA compliant sidewalk ramp locations,
- iv. Green infrastructure locations

#### **2) 30% Design Review Meeting**

A meeting shall be held with the **CITY** of Des Moines Project Manager to discuss key issues, design concepts, access control and traffic control/stage construction. The review shall determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions shall be noted for preparation of the final design.

#### **3) Deliverables**

- i. *Electronic set of Preliminary (30%) Plans*

### **C. Preliminary Plans (60%)**

#### **1) Preliminary Plan Preparation**

After **CITY's** review of the 30% Preliminary Design Plans and upon authorization from the **CITY**, the **CONSULTANT** shall proceed with the development of Preliminary Design Plans for the project lettings. Upon completion, the design plans shall be approximately 60% complete. The submittal of Preliminary Plans shall be completed on or before the date outlined in the anticipated schedule below.

Preliminary Plans shall be completed to provide the **CITY** the detail necessary to evaluate and budget for ultimate project improvement goals and an understanding of property impacts. The criteria to be addressed shall include items listed on the Preliminary Plans (60%) Checklist. The following specific design items are to be included:

- i. Pavement reconstruction/rehabilitation plan and profile
- ii. Typical sections and cross sections
- iii. Layout of sidewalk, including ADA compliant sidewalk ramp designs
- iv. Green infrastructure sizing and locations

- v. Storm sewer system adjustments
- vi. Necessary modifications to existing traffic signal configurations adjacent to project limits (e.g., traffic signal loops, push-button activators)
- vii. Railway safety features, including pedestrian crossings
- viii. Construction staging and temporary traffic control plans

## 2) 60% Design Review Meeting

A meeting shall be held with the **CITY** of Des Moines Project Manager to discuss key issues, design concepts, access control and traffic control/stage construction. The review shall determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions shall be noted for preparation of the final design.

## 4) Deliverables

- i. Electronic set of Preliminary (60%) Plans
- ii. Electronic copy of City conceptual design comments and how each comment was addressed
- iii. Preliminary Plan (60%) Checklist

## D. 90% Design

After **CITY's** review of the 60% Preliminary Design Plans and upon authorization from the **CITY**, the **CONSULTANT** shall proceed with the development of 90% Design Plans. It is assumed that no geometric revisions to the roadway design will occur after the start of the development of the 90% Plans. The submittal of 90% Plans shall be completed on or before the date outlined in the anticipated schedule below

Check Plans shall be completed in preparation of the letting. The criteria to be addressed shall include items listed on the Check Plans (90%) Checklist. Plan set shall be biddable with only minor changes expected after this submittal.

### 1) Incorporate Comments from Preliminary Plan Review

The **CONSULTANT** shall respond to comments resulting from **CITY** Preliminary Plan (60%) Review and Field Exam. Recommended modifications shall be incorporated into the plan set.

### 2) Draft Special Provisions

The **CONSULTANT** shall submit any draft special provisions for the project.

### 3) Opinion of Probable Construction Cost

The **CONSULTANT** shall prepare an opinion of probable construction cost for the projects. The cost estimates shall be based on representative major project elements and recent bid information. The **CONSULTANT** shall budget and review bid items and quantities for the project.

### 4) 90% Design Review Meeting

A meeting shall be held with the **CITY** of Des Moines Project Manager to discuss final design issues, submittals and bidding and construction schedules. The review shall determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions shall be noted for preparation of the final design.

### 5) Deliverables

- i. *Electronic set of 90% plans*
- ii. *Electronic copy of City 60% design comments and how each comment was addressed*
- iii. *Opinion of Probable Construction Costs*
- iv. *Draft Special Provisions*
- v. *Check Plans (90%) Checklist*

## E. Final Plans (100%)

After **CITY's** review of the 90% Preliminary Design Plans and upon authorization from the **CITY**, the **CONSULTANT** shall proceed with the development of Final Plans for the project. Upon completion, the design plans shall be 100% complete. The submittal of final plans shall be completed on or before the date outlined in the anticipated schedule below.

**1) Incorporate Comments from Check Plan Review**

The **CONSULTANT** shall respond to comments resulting from the 90% Plan Review. Recommended modifications shall be incorporated into the final plan set.

**2) Final Special Provisions**

The **CONSULTANT** shall submit final special provisions incorporating any comments resulting from the Check Plan Review.

**3) Opinion of Probable Construction Cost**

The **CONSULTANT** shall prepare an opinion of probable construction cost for the project. The final cost opinion shall include all project elements. The published cost opinion should be rounded to the nearest \$1,000.

**4) Deliverables**

- i. Complete set of Final Plans, in PDF format*
- ii. Signed, sealed, and dated cover sheet, hardcopy*
- iii. Final quantities and cost estimate, in Excel format*
- iv. Special Provisions, in Word format*
- v. All CADD drawings, in MicroStation format*
- vi. Approved permits necessary for the project*

**6. BIDDING PHASE SERVICES (E 2<sup>ND</sup> STREET ONLY)**

The project will be bid by the **CITY**. The work tasks to be performed or coordinated by the **CONSULTANT** during the Bid Period Services are based upon one bid letting and shall include the following:

**A. Plan Clarification and Addenda**

The **CONSULTANT** shall assist the **CITY** during the bid period for only the E 2<sup>nd</sup> Street project as part of this Agreement. Bidding Phase services for the E 1<sup>st</sup>, 3<sup>rd</sup> and 7<sup>th</sup> Street projects shall be provided via separate Supplemental Agreement(s). The **CONSULTANT** shall assist in answering questions regarding the design intent. The **CONSULTANT** shall address questions presented by the **CITY** and assist in the preparation any necessary addenda for distribution by the **CITY**.

**7. SCHEDULE**

**A. Schedule for Project Milestones**

**Phase 1**

- 1) Notice to Proceed: September 2020
- 2) E 2<sup>nd</sup> Street 30% Design: October 2020
- 3) Commence public involvement: November 2020
- 4) E 2<sup>nd</sup> Street Preliminary plans (60%): November 2020
- 5) E 2<sup>nd</sup> Street 90% submittal: December 2020
- 6) E 2<sup>nd</sup> Street Final plans (100%) submittal: January 2021
- 7) E 2<sup>nd</sup> Street Bid letting: March 2021
- 8) E 2<sup>nd</sup> Street Contract award: April 2021
- 9) Commence construction (E 2<sup>nd</sup> Street): Spring 2021
- 10) 30% Design (E 1<sup>st</sup>, 3<sup>rd</sup> & 7<sup>th</sup> Streets): February 2021
- 11) 60% Preliminary plans (E 1<sup>st</sup>, 3<sup>rd</sup> & 7<sup>th</sup> Streets): April 2021
- 12) 90% submittal (E 1<sup>st</sup>, 3<sup>rd</sup> & 7<sup>th</sup> Streets): June 2021
- 13) Final plans (E 1<sup>st</sup>, 3<sup>rd</sup> & 7<sup>th</sup> Streets) - 100% submittal: July 2021
- 14) Bid lettings for E 1<sup>st</sup>, 3<sup>rd</sup> & 7<sup>th</sup> Streets: TBD

# Attachment 3

Rates effective as of January 1, 2020

ISG

## EMPLOYEE TYPE      HOURLY RATE

### Administrative

I - IV      \$66-124

### Architect

I - Senior      \$109-190

### Architectural Designer

I - Senior      \$100-142

### Business Developer

I - Senior      \$124-180

### Business Writer

I - Senior      \$93-103

### Civil Engineer

I - Senior      \$123-190

### Civil Designer

I - Senior      \$96-138

### Community Resource Planner

I - Senior      \$112-165

### Construction Administrator

I - Senior      \$99-140

### Electrical Engineer

I - Senior      \$121-190

### Electrical Designer

I - Senior      \$99-179

### Environmental Scientist/Engineer/Specialist

I - Senior      \$109-170

### GIS Specialist

I - Senior      \$109-169

### Graphic Designer

I - Senior      \$88-108

### IT Specialist

I - Senior      \$108-160

### Interior Designer

I - Senior      \$110-190

### Land Surveyor

I - Senior      \$101-180

### Land Survey Specialist

I - Senior      \$91-136

## EMPLOYEE TYPE      HOURLY RATE

### Landscape Architect

I - Senior      \$117-187

### Landscape Designer

I - Senior      \$102-139

### Marketing Consultant/Specialist

I - Senior      \$103-160

### Mechanical Engineer

I - Senior      \$121-190

### Mechanical Designer

I - Senior      \$99-136

### Project Coordinator

I - IV      \$111-145

### Project Manager

I - Senior      \$124-181

### Senior Finance Consultant

\$160

### Structural Engineer

I - Senior      \$118-190

### Technical Writer

I - Senior      \$124-139

### Visualization Specialist

I - Senior      \$145-168

### Videographer

\$124

### Equipment Expenses (per hour)

3D Laser Scanner      \$63

All-Terrain Vehicle      \$25

Drone      \$125

Mapping Grade GPS      \$19

Survey Grade GPS/Robotics      \$56

Traffic Counter      \$11

Mileage is billed at the IRS allowable rate

Consultant subcontracts are billed at cost





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS, Definition 3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

#### 6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

#### 7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

##### Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

#### 8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

#### 9. Newly Acquired Or Formed Organizations

**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

#### 10. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

##### g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

#### 11. Supplementary Payments Increased Limits

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

#### 12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

#### 13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

MN, ONLY WHERE REQUIRED BY CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured I&S Group, Inc.

Effective Policy No.  
WZCD367418

Endorsement No. N/A  
Premium

Insurance Company  
Hanover Insurance Company

Countersigned by \_\_\_\_\_



ENDORSEMENT # 007

This endorsement, effective 12:01 AM 10/16/2019

Forms a part of policy no.: 061853746

Issued to: I & S GROUP, INC.

By: LEXINGTON INSURANCE COMPANY

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED  
TO E-MAIL NOTIFICATION**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;
2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Insurer**, either directly or through its broker of record, the email address of the contact at such entity,

and the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

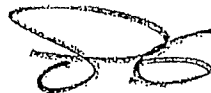
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.



---

Authorized Representative