

★ Roll Call Number

20-1411

Agenda Item Number

9

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 1ST, 2ND, 3RD, AND 7TH 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 1st, 2nd, 3rd, and 7th Streets); and

WHEREAS, the City Engineer recommends that the procurement of professional services for the Market District Street Reconstruction Project (E 1st, 2nd, 3rd and 7th 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 1st, 2nd, 3rd and 7th 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 Gatto to adopt.

★ Roll Call Number
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 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	7			

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.

MOTION CARRIED APPROVED
J. M. Franklin Cownie
 Mayor

P. Kay Cemek
 City Clerk

CITY OF DES MOINES
AGREEMENT FOR PROFESSIONAL SERVICES: HOURLY
Market District Street Reconstruction Project (E 1st, 2nd, 3rd, and 7th 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 1st, 2nd, 3rd, and 7th Streets), consisting of improvements to the public right of way along the portions of E 1st, 2nd, 3rd and 7th 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 1st, 2nd, 3rd, and 7th 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

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)

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

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

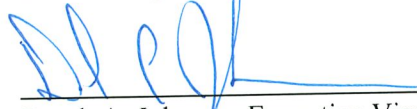
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, as of this 14th day of September, 2020.

CITY OF DES MOINES, IOWA



T.M. Franklin Cownie, Mayor

I + S Group, Inc.



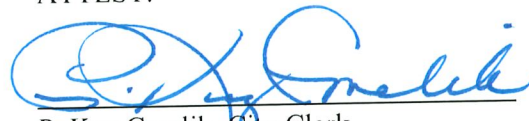
Derek A. Johnson, Executive Vice President/Treasurer

FORM APPROVED:



Kathleen Vanderpool, Deputy City Attorney

ATTEST:



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.***

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.

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

The **CITY** plans to improve portions of E 1st, 2nd, 3rd, and 7th 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 1st St., E 2nd St., E 3rd St. and E 7th 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 2nd 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 1st, 3rd and 7th Streets. Services for the production of separate project Plan/Bid set(s) shall be provided via Supplemental Agreement. Design schedules for the E 1st, 3rd and 7th Street Improvements shall be as outlined below in Section 7.

Notice to Proceed	September 2020
30% Design (E 2 nd Street)	October 2020
60% Design (E 2 nd Street)	November 2020
90% Design (E 2 nd Street)	December 2020
100% Design (E 2 nd 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

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:

- 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

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 2ND 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 2nd Street project as part of this Agreement. Bidding Phase services for the E 1st, 3rd and 7th 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 2nd Street 30% Design: October 2020
- 3) Commence public involvement: November 2020
- 4) E 2nd Street Preliminary plans (60%): November 2020
- 5) E 2nd Street 90% submittal: December 2020
- 6) E 2nd Street Final plans (100%) submittal: January 2021
- 7) E 2nd Street Bid letting: March 2021
- 8) E 2nd Street Contract award: April 2021
- 9) Commence construction (E 2nd Street): Spring 2021
- 10) 30% Design (E 1st, 3rd & 7th Streets): February 2021
- 11) 60% Preliminary plans (E 1st, 3rd & 7th Streets): April 2021
- 12) 90% submittal (E 1st, 3rd & 7th Streets): June 2021
- 13) Final plans (E 1st, 3rd & 7th Streets) - 100% submittal: July 2021
- 14) Bid lettings for E 1st, 3rd & 7th Streets: TBD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/10/2020

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

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

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center		
PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378	
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Citizens Insurance Company of America		31534
INSURER B: Hanover Insurance Company		22292
INSURER C: Lexington Insurance Company		19437
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
I&S Group, Inc.
Attn: Alec Pfeffer
115 East Hickory Street
Suite 300
Mankato, MN 56001

COVERAGES

CERTIFICATE NUMBER: W17670966

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			ZBC-D395937-02	10/16/2019	10/16/2020	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>					\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WHCD367418	10/16/2019	10/16/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				Y	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			061853746	10/16/2019	10/16/2020	Per Claim	\$1,000,000	
							Aggregate	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Market District Street Reconstruction Project
Activity ID 01-2021-003

Waiver of Subrogation applies in favor of the City of Des Moines, Iowa including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf with respects to General Liability and Workers Compensation as permitted by law.

CERTIFICATE HOLDER

APPROVED

City of Des Moines
Engineering Department
City Hall
400 Robert D Ray Drive
Des Moines, IA 50309

SEP 10 2020
CITY OF DES MOINES
ENGINEERING DEPARTMENT

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

[Signature]

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- (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.

- 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.

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