



Roll Call Number

21-1793

Agenda Item Number

9

Date December 6, 2021

APPROVING EXCEPTION TO REQUEST FOR PROPOSALS PROCESS FOR GOOD CAUSE AND APPROVING PROFESSIONAL SERVICES AGREEMENT (PSA) WITH HR GREEN, INC., FOR INTELLIGENT TRANSPORTATION SYSTEMS (ITS) MASTER PLAN INTEGRATION – PHASE 3, NOT TO EXCEED \$344,000

WHEREAS, HR Green, Inc., was a subconsultant for the development of the Intelligent Transportation Systems (ITS) Master Plan approved as a framework for the City of Des Moines future traffic management and communications systems infrastructure by City Council on November 19, 2018, by Roll Call No. 18-1895, has familiarity with the City, and has experience with ITS implementation; and

WHEREAS, for project design and schedule efficiencies, the City Engineer recommends that HR Green, Inc., be retained for this project; and

WHEREAS, the City Engineer recommends that the procurement of professional services for the Intelligent Transportation System (ITS) Master Plan Integration – Phase 3 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.

NOW, THEREFORE, 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 HR Green, Inc., for a total cost not to exceed \$344,000, based on hourly rates to provide professional services for the Intelligent Transportation System (ITS) Master Plan Integration – Phase 3, a copy of which is on file in the office of the City Clerk, is hereby approved as to form and content.



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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 21-521 attached) Activity ID 01-2022-010

Moved by Gatto to adopt.

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

SLN Funding Source: 2021-22 CIP, Page 164, Traffic System Operation Improvements, TR097

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
GRAY	✓			
MANDELBAUM	✓			
VOSS	✓			
WESTERGAARD	✓			
TOTAL	7			

CERTIFICATE

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

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

MOTION CARRIED APPROVED T. M. Franckh Cownie Mayor

P. Kay Cmelik City Clerk

CITY OF DES MOINES
AGREEMENT FOR PROFESSIONAL SERVICES: HOURLY
INTELLIGENT TRANSPORTATION SYSTEM (ITS) MASTER PLAN INTEGRATION
PHASE 3 DESIGN/PHASE 4 PLANNING
Activity ID 01-2022-010

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 HR GREEN, INC., Jason Poppen, President/CEO, 8710 Earhart Lane SW, Cedar Rapids, Iowa, 52404, hereinafter referred to as the "Consultant", being a corporation organized and existing under the laws of the State of Iowa 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 Intelligent Transportation System (ITS) Master Plan Integration - Phase 3 Design/Phase 4 Planning Project (hereinafter the "Project"); and

WHEREAS, the Consultant is desirous of performing the professional services for the City in connection with the Intelligent Transportation System (ITS) Master Plan Integration - Phase 3 Design/Phase 4 Planning Project.

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. The Consultant shall 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: Olsson, Inc., Iteris.
- 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.
 4. Consultant Expected Standards of Conduct – COVID-19 Precautions
 - a. The City requires all individuals inside City facilities to wear a face mask covering their nose and mouth while in communal areas. This includes the Consultant and anyone whom will be performing work on behalf of the Consultant.
 - b. If Consultant or their agent(s) is unable to adhere to this requirement, Consultant shall notify the City and provide an explanation as to why they are not able to comply with the PPE requirement.
 - c. The City strongly encourages all its partners to adhere to CDC guidelines related to wearing masks, social distancing and other methods of slowing the spread of COVID-19 while conducting work on the City's behalf."
- P. ATTORNEYS' FEES:** In the event the City is required to enforce the provisions of this Agreement due to a dispute between the Consultant and the City or to collect damages for the breach of this Agreement and if the dispute results in the filing of a legal action and/or demand for arbitration, mediation, or other form of alternative dispute resolution, or if the City is required to protect or defend itself, and the City prevails in whole or in part, the City shall be entitled to reasonable attorney's fees, costs and expenses, including but not limited to out-of-pocket expenses, expert witness fees and costs, depositions, and other expenses of the proceedings, including expenses of collection of any judgments or awards rendered there under.
- Q. DEFENSE COOPERATION:** In the event that the City has to defend any claim or legal action relating to or resulting from goods or services pursuant to this Agreement, including but not limited to the Design Documents, or any other service provided under this Agreement, the Consultant shall cooperate fully with

the City in defending such claim or action, including but not limited to, timely response to all requests by the City.

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

SECTION 2 - SCOPE OF SERVICES

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

3. Provide available ArcGIS files (aerial photography, utilities, right of way/parcel lines, and other available electronic files pertinent to the project)
4. Provide available as-built plans for the project intersections as described in Attachment 2, as needed.
5. Provide relevant data as described in Attachment 2, including information from other traffic studies or designs in the vicinity of the project intersections, as described in Attachment 2, as needed.

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 \$344,000 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 December 31, 2023 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 Corey Bogenreif, PE, Principal Traffic Engineer, 515-283-4014, cdbogenreif@dmgov.org. All communications directed to the City must be in writing to Corey Bogenreif.

The primary contact person for HR GREEN, INC., shall be Tyler Wiles, PE, PTOE, (515) 278-2913, twiles@hrgreen.com. All communications directed to the Consultant must be in writing, such as payments, contracts, etc., directed to Tyler Wiles.

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: Corey Bogenreif
400 Robert D Ray Drive
Des Moines, IA 50309

To Consultant: Tyler Wiles
5525 Merle Hay Road
Johnston, IA 50131

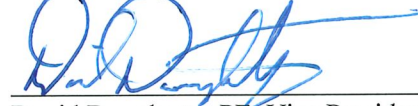
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, as of this 6th day of December, 2021.

CITY OF DES MOINES, IOWA



T.M. Franklin Cownie, Mayor

HR GREEN, INC.



David Dougherty, PE, Vice President

TV 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.***

- 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 2

Scope of Services

For

**Intelligent Transportation System (ITS)
Master Plan Integration
Phase 3 Design/Phase 4 Planning
Activity ID 01-2022-010**

PROJECT OVERVIEW

The City of Des Moines Intelligent Transportation System (ITS) Master Plan Report was completed and adopted by the City Council in June 2018 (Master Plan). The Report outlines a seven-phase implementation plan for installing an ITS system throughout the City. This multi-phase strategy will be implemented over seven years. Phase 3 is a continuation of the ITS Master Plan implementation and focuses on upgrades to fiber optic cable backbone Ring B (western ring).

Phase 3 shall include upgrading the traffic signal system communications infrastructure, communications network, traffic signal cabinet/controller and ITS equipment of the traffic signals identified on **Attachment A** and listed by intersection under **Section 2.3**. The CONSULTANT shall design and prepare construction documents for the implementation of Phase 3. The scope for these activities is further described in **Sections 2.0, 3.0, 4.0, 5.0 and 6.0**.

1.0 PROJECT MANAGEMENT & MEETINGS

1.1 Project Management & Meetings

The CONSULTANT shall be responsible for overall coordination with the CITY regarding project activities, schedule, scope, meetings, accurate invoicing, and timely submission of deliverables.

The CONSULTANT shall coordinate and facilitate six (6) review meetings with CITY staff and shall include two (2) representatives of the CONSULTANT. These meetings shall focus on the overall coordination and management of the project. Other project coordination will occur as part of the task specific coordination meetings outlined in the proceeding tasks sections. The CONSULTANT shall provide general administration of the project, coordination of the project tasks, facilitation of project team meetings, regular communications, as well as general day-to-day administrative tasks. The CONSULTANT shall provide the development and execution of a project work plan, monitoring and maintenance of overall project schedule, as well as quality control reviews for the deliverables.

2.0 PHASE 3 – DESIGN & COORDINATION

The following section includes the design elements associated with Phase 3. The CONSULTANT shall design these elements and prepare construction documents for the deployment. The CITY shall provide the CONSULTANT mapping and inventory information of the City's fiber optic system. The fiber mapping/inventory information shall include existing communications media type, size and routing, communication hardware/equipment and locations, conduit size (as available) and routing, and communications equipment ownership.

2.1 Communication Infrastructure Upgrades

Phase 3 improvements shall include the following communication infrastructure upgrades:

- **Intersection Handholes / Pull boxes:** The CONSULTANT shall complete fieldwork at the intersection locations to determine if interconnect pull box improvements/replacements are necessary.
- **Mid-block Interconnect Pull boxes:** The existing interconnect pull boxes will be upgraded to new larger boxes to accommodate slack fiber, where necessary. Collection of past design plans/as-built's and City GIS records will be collected, as available, by the CONSULTANT from the CITY. The CONSULTANT shall complete fieldwork along the corridors to determine if mid-block interconnect pull box improvements/replacements are necessary.
- **Conduit and Fiber Optic Cable:** Phase 3 shall include a combination of existing conduit and new conduit. Existing conduit may require modification from right angle elbows to large radius sweeps

at the interconnect pull boxes. New conduit shall be 2-inch diameter HDPE/PVC and the fiber optic cable shall have a minimum of 48 strands for trunk line fiber. Additional conduit/fiber may need to be installed for drop/branch cable access from fiber splice pull boxes to existing traffic signal cabinets. The CONSULTANT shall complete fieldwork to determine locations of needed improvements. (See **Task 2.2** with regards to fiber splicing.) The following conduit and fiber improvements shall be included as part of Phase 3:

- 1) Existing Conduit/New Fiber Optic Cable
 - i. Replace approximately 84,000 linear feet of the multimode fiber to single mode fiber (48 strands) and utilize existing conduit in the following locations along/adjacent to Ring B:
 1. Martin Luther King, Jr. Parkway between Day Street Cottage Grove Avenue
 2. Between 9th/Locust Parking Ramp Hub Site to University Avenue/25th Street along Grand Avenue, 6th Avenue, High Street, Martin Luther King, Jr. Parkway, and University Avenue,
 3. Between University Avenue/31st Street and Douglas Avenue/Merle Hay Road along University Avenue, 63rd Street, Hickman Road, and Merle Hay Road,
 4. Between Douglas Avenue/Merle Hay Road and University Avenue/E 6th Street along Douglas Avenue, Martin Luther King, Jr. Parkway, and University Avenue,
 5. 2nd Avenue between E Euclid Avenue and westbound I-35/I-80 ramp terminal
 - ii. Install approximately 12,000 linear feet of single mode fiber (48 strands) and utilize existing conduit in the following locations along/adjacent to Ring B:
 1. E University Avenue between E 6th Street and E 14th Street
 2. E 14th Street between E Euclid Avenue and westbound I-35/I-80 ramp terminal
- 2) New Conduit/New Fiber Optic Cable
 - i. Install approximately 1,000 linear feet of new conduit and new fiber optic cable (48 strands) in the following locations along/adjacent to Ring B:
 1. E University Avenue between E 14th Street and Hiatt Middle School mid-block traffic signal.
- 3) Existing Conduit/Existing Fiber Optic Cable
 - i. Utilize existing 28,000 linear feet of existing conduit and existing fiber optic cable in the following locations along/adjacent to Ring B:
 1. E Euclid Avenue between Martin Luther King, Jr. Parkway and E 14th Street
 2. Robert D. Ray Drive between University Avenue and Armory Building
 3. Douglas Avenue between West Mall Entrance and Merle Hay Road
 4. Merle Hay Road between Douglas Avenue and westbound I-35/I-80 ramp terminal

As part of the communication infrastructure upgrades identified above, the CONSULTANT shall design and prepare Plans, Specifications, and Estimate (PS&E) documents. (See **Task 3.0** for additional information.)

Coordination Meetings:

- General Coordination:
 - The CONSULTANT shall coordinate and facilitate two (2) general coordination meetings, involving two (2) representatives of the CONSULTANT, to coordinate the communication infrastructure upgrades.

Anticipated Schedule:

- January 2022 – May 2022

2.2 Communication Network Upgrades

Phase 3 improvements shall include the following communication infrastructure upgrades:

- Ethernet-based communications: the CONSULTANT shall provide services to develop the Ethernet-based network topology, using the new and the existing fiber optic cables. The CONSULTANT shall coordinate with CITY to develop the network topology for consistency with other City networks. The CONSULTANT shall support the development and coordinate/collaborate with the CITY for consistency with the Des Moines ITS Master Plan document.
- Communication Hubs: CITY staff shall design/install/configure the networking equipment for communication routing and field distribution at the following hub locations:
 - Armory (Hub Location 1),
 - 9th and Locust Parking Ramp (Hub Location 2),
 - Old Parks Admin Building (Hub Location 6).
- The Gigabit Ethernet backbone communications will be employed between the three communication hubs. The backbone communications will also support distribution communications between the traffic signal cabinets (78 locations, see **Task 2.3**) and the communication hubs. Splice enclosures shall be installed at the traffic signal system interconnect handholes between the trunk line distribution fiber and the drop distribution fiber to the cabinet.
- The existing MetroNet fiber strands will need to be spliced through (healed) in order to support continuity across the 10Gbps backbone path. The CONSULTANT shall use the CITY's fiber management software to investigate and prepare a testing plan that will be used to investigate and document the sites where the fiber needs to be healed. The CONSULTANT shall produce a testing plan exhibit that will be used by CITY staff to test the fiber with the CITY's fiber optic OTDR instrument.
- Distribution communication links to field devices and traffic signal cabinets (78 locations, see **Task 2.3**) will be deployed in this phase from either Hubs 1, 2 and 6.
- Uninterruptable Power Systems (UPS) shall be installed at select hub locations by the CITY.

As part of the communication network upgrades identified above, the CONSULTANT shall lead and design the network topology, with support from the CITY IT. The CONSULTANT shall support the development of an IP schema for cabinet devices and hub configurations to be reviewed and approved by CITY staff. The CONSULTANT, with support from the CITY IT, shall develop the necessary splice diagrams for the in-field splice enclosures associated with Phase 3 activities. The CONSULTANT shall include the developed splice enclosure diagrams for inclusion within the Plans, Specifications, and Estimate (PS&E) document.

Splice enclosures will be installed within the existing traffic signal cabinet adjacent handholes to support the distribution fiber architecture that was established as part of Phase 1 and 2 activities. Single mode (12 strand) drop/branch cable will be installed between the handhole contained splice enclosure to the traffic signal cabinet contained termination panel/enclosure.

Coordination Meetings:

- The CONSULTANT shall coordinate and facilitate six (6) meetings, involving two (2) representatives of the CONSULTANT, to coordinate the communication network upgrades.

Anticipated Schedule:

- January 2022 – May 2022

2.3 Cabinet/Controller/ITS Device Upgrades

Phase 3 shall include upgrading 78 traffic signal controller systems generally bound by and adjacent to fiber optic cable backbone Ring B (western Ring). It is understood the ID numbering of the intersections may be reorganized as part of the PS&E document preparations. A map view of the included intersections can be found in **Attachment A**. The intersections include:

- 1: Douglas Avenue & Merle Hay Southwest Mall Entrance
- 2: Douglas Avenue & Merle Hay Southeast Entrance / 59th Street
- 3: Douglas Avenue & Merle Hay Road
- 4: Douglas Avenue & 50th Street
- 5: Douglas Avenue & Beaver Avenue
- 6: Douglas Avenue & 38th Street
- 7: Douglas Avenue & Lower Beaver Road / Euclid Avenue
- 8: Douglas Avenue / Euclid Avenue & Martin Luther King Jr Parkway
- 9: Euclid Avenue & River Plaza / River Place Entrance
- 10: Euclid Avenue & 11th Street
- 11: Euclid Avenue & 6th Avenue
- 12: Euclid Avenue & 2nd Avenue
- 13: Euclid Avenue & Oxford Street / Park Fair Mall Entrance
- 14: Euclid Avenue & Cornell Street
- 15: University Avenue & 63rd Street
- 16: University Avenue & Saint Theresa Church Entrance
- 17: University Avenue & Marle Hay Road
- 18: University Avenue & 55th Street / 56th Street
- 19: University Avenue & Polk Boulevard
- 20: University Avenue & 42nd Street
- 21: University Avenue & 30th Street / 31st Street
- 22: University Avenue & Pedestrian crossing at Drake University
- 23: University Avenue & 28th Street
- 24: University Avenue & 25th Street
- 25: University Avenue & 24th Street
- 26: University Avenue & Martin Luther King Jr Parkway
- 27: University Avenue & 19th Street
- 28: University Avenue & 13th Street
- 29: University Avenue & 9th Street
- 30: University Avenue & 6th Avenue
- 31: University Avenue & 2nd Avenue
- 32: East University Avenue & Pennsylvania Avenue
- 33: East University Avenue & East 9th Street
- 34: I-235 & 63rd Street South Ramp

- 35: I-235 & 63rd Street North Ramp
- 36: Hickman Road & 63rd Street
- 37: Merle Hay Road & Hickman Road
- 38: Merle Hay Road & Urbandale Avenue
- 39: Merle Hay Road & East Mall Entrance
- 40: Merle Hay Road & Northeast Mall Entrance
- 41: Merle Hay Road & Northwest Aurora Avenue
- 42: Merle Hay Road & Meredith Drive
- 43: Merle Hay Road & Sutton Drive / Days Inn Entrance
- 44: I-35 / I-80 & Merle Hay Road South Ramp
- 45: I-35 / I-80 & Merle Hay Road North Ramp
- 46: Martin Luther King Jr Parkway & Ingersol Avenue
- 47: Martin Luther King Jr Parkway & Woodland Avenue
- 48: Martin Luther King Jr Parkway (Southbound) & Cottage Groove Avenue
- 49: Martin Luther King Jr Parkway (Northbound) & Cottage Groove Avenue
- 50: I-235 (Eastbound) & Martin Luther King Jr Parkway (Southbound)
- 51: I-235 (Eastbound) & Martin Luther King Jr Parkway (Northbound)
- 52: I-235 (Westbound) & Martin Luther King Jr Parkway (Southbound)
- 53: I-235 (Westbound) & Martin Luther King Jr Parkway (Northbound)
- 54: Martin Luther King Jr Parkway & Carpenter Avenue
- 55: 19th Street & Carpenter Avenue / Keosauqua Way
- 56: Martin Luther King Jr Parkway & Forest Avenue
- 57: East University Avenue & Hiatt Middle School Pedestrian Crossing
- 58: 19th Street & Forest Avenue
- 59: Martin Luther King Jr Parkway & Clark Street
- 60: 19th Street & Clark Street
- 61: Martin Luther King Jr Parkway & Pedestrian Crossing near Franklin Avenue
- 62: Martin Luther King Jr Parkway & Pedestrian Crossing near Lincoln Avenue
- 63: Martin Luther King Jr Parkway & Hickman Road
- 64: Martin Luther King Jr Parkway & Prospect Road
- 65: Martin Luther King Jr Parkway & Urbandale Avenue
- 66: 2nd Avenue & Douglas Avenue
- 67: 2nd Avenue & Madison Avenue
- 68: 2nd Avenue & Northwest Aurora Avenue
- 69: 2nd Avenue & Northeast Broadway Avenue
- 70: 2nd Avenue & Northwest 48th Place / Northwest 47th Place
- 71: I-35 / I-80 & 2nd Avenue South Ramp
- 72: I-35 / I-80 & 2nd Avenue North Ramp
- 73: 2nd Avenue & Northwest 49th Place
- 74: US 69 / East 14th Street & East Madison Avenue
- 75: US 69 / East 14th Street & Northeast Aurora Avenue
- 76: US 69 / East 14th Street & Northeast Broadway Avenue
- 77: I-35 / I-80 & US 69 / East 14th Street South Ramp
- 78: I-35 / I-80 & US 69 / East 14th Street South Ramp

Cabinet/controller upgrades shall include:

- Controllers: Type 170/170E/170S controllers shall be upgraded with new 2070 ATC controllers.
- Ethernet switches: Intersections shall be equipped with new Ethernet switches.

- Fiber optic cable hardware: Intersections in this phase shall be equipped with the fiber optic handhole splice enclosure, termination, and attachment hardware necessary for communications means. Splice enclosures shall be installed at the traffic signal system interconnect handholes between the trunk line distribution fiber and the drop distribution fiber to the cabinet.
- CCTV Cameras: 20 CCTV cameras shall be installed/replaced at the following locations
 - a. 19th Street & Clark Street (New Install)
 - b. 2nd Avenue & Aurora Avenue (New Install)
 - c. 2nd Avenue & Euclid Avenue (Replace Existing)
 - d. 2nd Avenue & University Avenue (Replace Existing)
 - e. 31st Street & University Avenue (Replace Existing)
 - f. 42nd Street & University Avenue (Replace Existing)
 - g. 63rd Street & Hickman Road (Replace Existing)
 - h. 63rd Street & University Avenue (Replace Existing)
 - i. Beaver Avenue & Douglas Avenue (New Install)
 - j. E 14th Street & Aurora Avenue (New Install)
 - k. Merle Hay Road & Aurora Avenue (Replace Existing)
 - l. Merle Hay Road & Douglas Avenue (Replace Existing)
 - m. Merle Hay Road & Hickman Road (Replace Existing)
 - n. Merle Hay Road & Meredith Drive (New Install)
 - o. Martin Luther King, Jr. Parkway & Douglas Avenue/Euclid Avenue (New Install)
 - p. Martin Luther King, Jr. Parkway & Hickman Road (New Install)
 - q. Martin Luther King, Jr. Parkway & Ingersoll Avenue (New Install)
 - r. Pennsylvania Avenue & University Avenue (New Install)
 - s. 19th Street & Cottage Grove Avenue (New Install)
 - t. Martin Luther King, Jr. Parkway & Day Street (New Install)
- Uninterruptable Power Supply (UPS): 16 new UPS Systems shall be installed at the following locations:
 - a. Martin Luther King, Jr. Parkway & Urbandale Avenue
 - b. 2nd Avenue & Aurora Avenue
 - c. E 14th Street & Aurora Avenue
 - d. 2nd Avenue & Euclid Avenue
 - e. E 14th Street & Euclid Avenue
 - f. 63rd Street & University Avenue
 - g. 42nd Street & University Avenue
 - h. 31st Street & University Avenue
 - i. Martin Luther King, Jr. Parkway & University Avenue
 - j. 19th Street & University Avenue
 - k. 2nd Avenue & University Avenue
 - l. 6th Street & University Avenue
 - m. Martin Luther King, Jr. Parkway & Day Street
 - n. 19th Street & Day Street
 - o. Martin Luther King, Jr. Parkway & School Street
 - p. 19th Street & School Street

As part of the cabinet/controller/ITS Device upgrades identified above, the CONSULTANT shall design and prepare Plans, Specifications, and Estimate (PS&E) documents. (See **Task 3.0** for additional information.)

Coordination Meetings:

- The CONSULTANT shall coordinate and facilitate three (3) meetings, involving two (2) representatives of the CONSULTANT, to coordinate the cabinet/controller/ITS devices upgrades.
- Device updates to I-235 located Traffic Signal Cabinets
 - The CONSULTANT shall coordinate and facilitate two (2) coordination meetings, involving three (3) representatives of the CONSULTANT, to coordinate the installation of the new CCTV Cameras and Uninterruptable Power Supply's at the proposed traffic signal system locations along the I-235 ramp terminal corridors. The meeting attendees shall include, CONSULTANT representatives, CITY representatives, Iowa Communications Network representatives, and Iowa DOT representatives.

Anticipated Schedule:

- January 2022 – May 2022

3.0 PHASE 3 – ITS SYSTEM INTEGRATION PS&E DOCUMENTS

The CONSULTANT shall design and prepare plans, special provision, and estimate (PS&E) documents for the deployment of Phase 3 upgrades for purposes of public bidding. The installation actions from **Task 2.1**, **Task 2.2**, and **Task 2.3** shall be completed as part of the publicly bid construction project (excluding the Hub Locations). It is understood that CITY staff, with minimal support from the CONSULTANT, shall design/install/configure the networking equipment at the three hub locations (see Task 2.2). It is understood that the project will utilize SWAP funding from the Iowa DOT will require Iowa DOT letting, development of Iowa DOT special provisions, and plan set review by Iowa DOT. A letting date of November 15, 2022 is anticipated.

3.1 Preliminary (60%) Phase 3 - ITS System Integration Plans

The CONSULTANT shall design and prepare 1"=40' scale / color preliminary Phase 3 – ITS Systems Integration plans for the project associated intersections and network topology update areas. The preliminary plans shall include title sheet, general notes sheet, layout sheets, fiber/communication topology details, and detail sheets. The layout sheets shall include approximate existing locations of communication pull boxes/handholes, controller cabinets, and conduit runs. The traffic signal plans shall be based upon aerial imagery and right-of-way/parcel boundary shapefiles provided by the CITY. The CONSULTANT shall coordinate with the CITY to obtain the aerial base mapping, right-of-way/parcel boundary, and fiber conduit routing shapefiles.

The proposed Phase 3 – ITS System Integration plan design shall be based upon the following assumptions:

- Conduit installations shall be installed within existing right-of-way/parcel boundary lines. The traffic signal system conceptual layout will be cognizant of existing right-of-way/parcel boundary lines and will attempt to stay within existing boundary lines if possible. It is anticipated, however, that right-of-way and/or temporary easement acquisitions may be necessary as part of the project. (See **Task 3.2** for additional information)
- Boundary, topographic, legal, or property survey services are not included in this scope of services.
- Existing traffic signal poles at the project intersection locations to remain as constructed.
- Existing traffic signal cabinet / controller and adjacent signal wiring “home-run” handhole in the current locations will be utilized (as feasible).
- Where necessary, existing project intersection pull boxes adjacent to the traffic signal cabinet will be replaced with new larger boxes to splice enclosure and accommodate slack fiber.
- Where necessary, existing mid-block interconnect pull boxes will be replaced with new larger boxes to accommodate slack fiber.
- Existing power service connection in the current location will be utilized (as feasible).

- Existing traffic signal related cabling/wiring, conduits, handholes will be utilized (as feasible).
- Proposed CCTV cameras will be mounted onto existing traffic signal pole upright, with no structural modification design necessary.
- New conduit may be installed across roadway approaches and existing curb returns and sidewalk ramps may be impacted and need to be replaced. This Scope of Services does not include the design of sidewalk ramp replacement sheets.
- New stock equipment will be used for proposed equipment.
- The CONSULTANT shall develop the necessary splice diagrams for the in-field splice enclosures associated with Phase 3 activities. The CONSULTANT shall include the developed splice enclosure diagrams for inclusion within the Plans, Specifications, and Estimate (PS&E) document for the Contractor to make necessary in-field splices within the splice enclosures.

The CONSULTANT shall prepare the project special provisions for the Phase 3 – ITS System Integration plans. The special provisions shall be modified from the CITY provided standard CITY special provisions. The special provisions shall adhere to the Iowa DOT standard specifications, particularly Section 2525, Traffic Signalization.

Specifications are subject to the non-proprietary requirements associated with federal and state funding. The CONSULTANT shall prepare “Public Interest Findings” (PIF) memorandum for City of Des Moines specified proprietary equipment as necessary.

Coordination Meetings:

- The CONSULTANT shall coordinate and facilitate two (2) meetings, involving two (2) representatives of the CONSULTANT, to coordinate the Preliminary (60%) Phase 3 - ITS System Integration Plans.

Anticipated Schedule:

- March 2022 – May 2022

3.2 Preliminary (60%) Right-of-Way Plans

The CONSULTANT shall develop right-of-way plan sheets (H-Sheets) for temporary easements, permanent easements, and right-of-way acquisitions necessary to construct ITS improvements (as applicable). The acquisition of permanent right-of-way is not anticipated; however, it may be necessary as part of the design process. If it is determined during the review of the right-of-way/parcel boundary shapefiles provided by the CITY (see **Task 2.1**) that a location may need the acquirement of permanent right-of-way, the CONSULTANT shall coordinate with the CITY to have CITY staff perform detailed survey of the particular location. The CITY shall provide the survey file (via Microstation CAD file) to the CONSULTANT for the CONSULTANT’s use. Existing right-of-way boundary locations shall be based upon base map information obtained by the CONSULTANT from the CITY. Preliminary right-of-way drawings shall be submitted to the CITY concurrently with the preliminary plans. Following receipt of CITY review comments, the CONSULTANT shall complete a final set of right-of-way plans (H-sheets) to support the CITY’s acquisition of easements and right-of-way.

The CITY shall provide all services related to the acquisition of easements and right-of-way, including preparation of easement and right-of-way descriptions, plats, property owner contacts, etc.

Coordination Meetings:

- The CONSULTANT shall coordinate and facilitate one (1) meeting, involving two (2) representatives of the CONSULTANT, to coordinate the Preliminary (60%) Right-of-Way Plans.

Anticipated Schedule:

- March 2022 – May 2022

3.3 Utility Coordination

The CONSULTANT shall submit preliminary documents to the CITY and affected utility companies for review and comment. The CONSULTANT shall submit design request inquires through 1-800 One-Call to determine a list of affected utility companies in the areas of construction. The CONSULTANT shall coordinate utility relocation for conflicts with the project. The CONSULTANT shall keep a record/log of all communication and coordination efforts and provide the record/log to the CITY at the preconstruction conference. As requested by the CITY, the CONSULTANT shall participate in special fiber utility coordination meetings for the purposes of this project.

Coordination Meetings:

- The CONSULTANT shall coordinate and facilitate two (2) meetings, involving two (2) representatives of the CONSULTANT, for utility coordination.

Anticipated Schedule:

- March 2022 – May 2022

3.4 Check Plans

The CONSULTANT shall prepare Check Plans for submittal to the CITY and Iowa DOT for review. Check Plans shall include:

- A Sheets:
 - Title sheet
- C Sheets:
 - Estimated quantities tabulations, estimate reference notes,
- H Sheets:
 - Right-of-way (as applicable)
- J Sheets:
 - Traffic Control
- N Sheets:
 - General notes sheet,
 - Layout sheet,
 - Detail sheets, and
 - Specific traffic signal lump sum bill of materials sheets.
- U Sheets:
 - Communications/Fiber Details
 - Fiber optic termination and splice diagrams (Digital Excel Workbook provided to the awarded Contractor)

The CONSULTANT shall revise the project special provisions as prepared as part of the preliminary design, as necessary.

The CONSULTANT shall develop an engineer's opinion of probable construction cost for the Phase 3 – ITS System Integration deployment and will prepare the Traffic Signalization unit cost form.

The CONSULTANT shall prepare and coordinate with the Iowa DOT District 1 Field Office for the filing of the Form 810025, Application and Agreement for Use of Highway Right-of-Way For Utilities Accommodation. The form will be prepared by the CONSULTANT and signed by a representative of the CITY.

Coordination Meetings:

- The CONSULTANT shall coordinate and facilitate one (1) meeting, involving two (2) representatives of the CONSULTANT, to coordinate Check Plans development.
- The CONSULTANT shall coordinate and facilitate one (1) meeting, involving two (2) representatives of the CONSULTANT, to review Iowa DOT review comments with the Iowa DOT and CITY.

Anticipated Schedule:

- May 2022 – July 2022 (July 5, 2022 Check Plan Submittal Date to Iowa DOT)

3.5 Final Plans

The CONSULTANT shall incorporate CITY and Iowa DOT review comments into the plans, estimates, special provisions and PIF memorandum; and provide signed and sealed documents to the CITY and Iowa DOT Contracts Review and for bidding purposes.

Anticipated Schedule:

- July 2022 – August 2022 (August 16, 2022 Final Plans Submittal Date to Iowa DOT)

3.6 Front End Documents

The CITY shall coordinate with the Iowa DOT to prepare the front-end contractual documents and specifications as part of the Iowa DOT's bidding process. The Iowa DOT shall let the project through the Iowa DOT's bid letting system. A letting date of November 15, 2022 is anticipated.

Anticipated Schedule:

- August 2022 – November 2022

4.0 PHASE 3 – ITS SYSTEM INTEGRATION PERMITTING, PRE-LETTING, AND CONSTRUCTION SUPPORT

4.1 Permitting

The CITY shall complete and submit all applicable project permit applications including necessary permits to be submitted with any and all utility companies.

4.2 Pre-Letting and Construction Support

The CONSULTANT shall provide responses to pre-letting questions from the CITY and the Iowa DOT.

The CONSULTANT shall provide support to CITY construction staff on an as-requested basis. Support may include response to Contractor Request for Information (RFI) (such as providing clarification of design intent when issues cannot be readily resolved from the plans and providing background calculations).

The CONSULTANT shall review the material submittals for fiber optic related materials and equipment for acceptability and will note any observed discrepancies with required specifications.

The CONSULTANT shall assist the City by witnessing testing of the fiber optic cable on the first day of testing to observe if the contractor is following testing procedures that are in accordance with project specifications and industry standards, and that testing equipment is calibrated and configured to provide accurate testing results. The CONSULTANT shall advise the CITY of testing results and advise the CITY of issues or concerns.

The CONSULTANT shall review submitted fiber optic testing results (Optical Time Domain Reflectometer (OTDR) reports) for compliance to project specifications and advise the CITY of issues or concerns. The

Contractor shall provide the reports in the native OTDR software format along with a temporary user license to the software that allows the CONSULTANT to view and analyze these results.

The CITY shall provide construction observation services.

Anticipated Schedule:

- November 2022 – November 2023

5.0 PHASE 4 (REVISED) PLANNING / PROGRAMMING

5.1 Phase 4 (Revised) Planning / Programming

The CONSULTANT shall coordinate with CITY to plan Phase 4, as revised, of the ITS Master Plan implementation. High level visual exhibits and cost estimates shall be developed to assist in composing the context of Phase 4, as revised. Reviewed items will include, but is not limited to; fiber replacement/installation needs, controller and ethernet switch replacements, hub location site upgrades, CCTV camera, and Uninterruptable Power Supply (UPS) locations.

Coordination Meetings:

- The CONSULTANT shall coordinate and facilitate two (2) meetings, involving three (3) representatives of the CONSULTANT, to coordinate the system software integration.

Anticipated Schedule:

- July 2022 – October 2022

6.0 DELIVERABLES AND SCHEDULE

6.1 Deliverables

CONSULTANT shall submit the following deliverables to the CITY as part of this agreement:

- Preliminary (60%) Plans, color PDF format
- Check Plans, color PDF format
- Final Plans, color PDF format
- Special Provisions
- Opinion of Probable Construction Cost
- Supplemental Unit Cost Form
- Public Interest Finding (PIF) Memorandum
- Monthly invoices and progress reports

6.2 Schedule

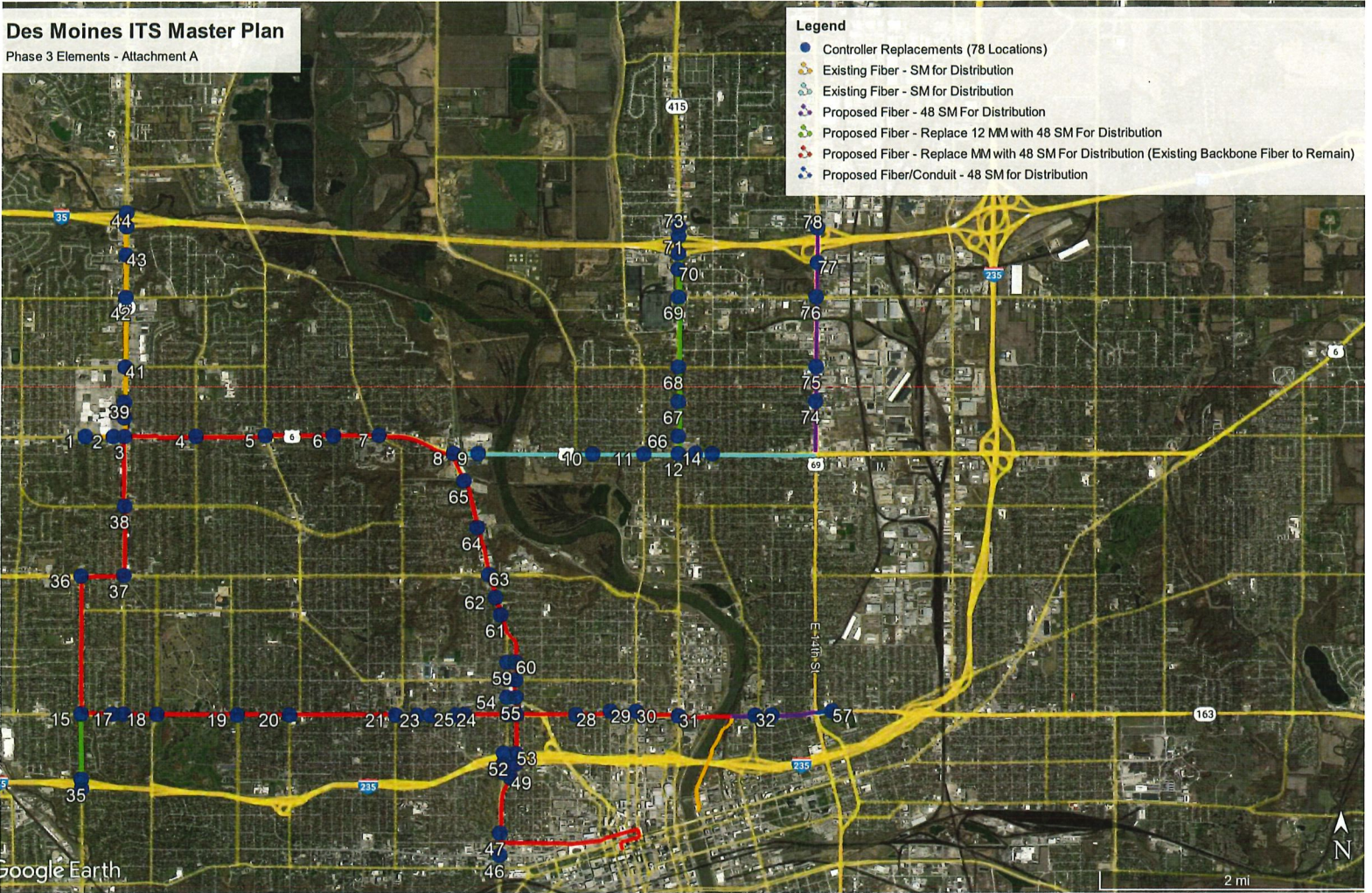
Schedule timeframes are listed within the preceding tasks sections. This schedule was prepared to include reasonable allowances for review and approval times required by the CITY and other public authorities having jurisdiction over the project.

Des Moines ITS Master Plan

Phase 3 Elements - Attachment A

Legend

- Controller Replacements (78 Locations)
- Existing Fiber - SM for Distribution
- Existing Fiber - SM for Distribution
- Proposed Fiber - 48 SM For Distribution
- Proposed Fiber - Replace 12 MM with 48 SM For Distribution
- Proposed Fiber - Replace MM with 48 SM For Distribution (Existing Backbone Fiber to Remain)
- Proposed Fiber/Conduit - 48 SM for Distribution





ATTACHMENT 3
HR GREEN
Billing Rate Schedule
Effective January 1, 2021

Professional Services	Billing Rate Range
Principal	\$215- \$310
Senior Professional	\$195- \$300
Professional	\$125- \$200
Junior Professional	\$85- \$145
Senior Technician	\$120- \$160
Technician	\$75- \$130
Senior Field Personnel	\$140- \$205
Field Personnel	\$90- \$170
Junior Field Personnel	\$75- \$100
Administrative Coordinator	\$70-\$115
Administrative	\$65- \$100
Corporate Admin	\$80- \$150
Operators/Interns	\$50- \$120

Reimbursable Expenses

1. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2020

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 Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	CONTACT NAME: Misty Sunnes PHONE (A/C, No, Ext): 319-896-7670 FAX (A/C, No): E-MAIL ADDRESS: msunnes@holmesmurphy.com														
INSURER(S) AFFORDING COVERAGE															
INSURED HR Green Inc 8710 Earhart Lane SW Cedar Rapids, IA 52404	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC#</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of</td> <td>25674</td> </tr> <tr> <td>INSURER C: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC#	INSURER A: Zurich American Insurance Company	16535	INSURER B: Travelers Property Casualty Company of	25674	INSURER C: XL SPECIALTY INS CO	37885	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC#														
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INSURER C: XL SPECIALTY INS CO	37885														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 60943895

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			GL0373096711	01/01/21	01/01/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENT \$ 300,000 REMISES (Ea occurrence) \$ 10,000 VED EXP (Any one person) \$ 2,000,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS-COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP373096811	01/01/21	01/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP14N8656621	01/01/21	01/01/22	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED BY (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC373096611	01/01/21	01/01/22	<input checked="" type="checkbox"/> PER SAT. TF <input type="checkbox"/> OTHER ... EACH ACCIDENT \$ 1,000,000 ... DISEASE - EA EMPLOYEE \$ 1,000,000 ... DISCASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (Claims Made Coverage)			DPR9970726	01/01/21	01/01/22	Per Claim 5,000,000 Aggregate 10,000,000

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

The General Liability and Workers Compensation includes a Waiver of Subrogation in favor of the Des Moines Metropolitan Wastewater Reclamation Authority, the City of Des Moines, Iowa and their elected and appointed officials, and their agents, employees and volunteers as required by written contract with the insured, per policy terms and conditions. 30 days notice of cancellation with 10 day exception for non-payment of premium will be provided per policy endorsement.

CERTIFICATE HOLDER City of Des Moines Engineering Department City Hall 400 Robert D. Ray Drive Des Moines, IA 50309	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 USA
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ZURICH

General Liability Extended Coverages

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3730967-11	01/01/2021	01/01/2022	01/01/2021	37-179-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part.

A. Fellow Employee And Incidental Medical Malpractice Coverage

Paragraph 2.a.(1) of Section II – Who Is An Insured is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services, except any "bodily injury" or "personal and advertising injury" arising out of:
 - (1) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services; or
 - (2) Emergency cardiopulmonary resuscitation (CPR) or first aid services performed by any other employee of yours who is not a licensed medical professional.

B. Additional Insureds—Lessees Of Premises

- 1. Section II – Who Is An Insured is amended to include as an additional insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law;
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

c. Ends when the person or organization ceases to lease or rent premises from you.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **B.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **B.** shall not increase the applicable Limits of Insurance shown in the Declarations.

C. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **C.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law;
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6) above; or

- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.
3. With respect to the insurance afforded to these vendors under this Paragraph C., the following is added to Section III – **Limits Of Insurance**
- The most we will pay on behalf of the vendor is the amount of insurance:
- a. Required by the written contract or written agreement referenced in Subparagraph C.1. above (of this endorsement); or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

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

D. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2., **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- Exclusions c. through n. do not apply to damage by fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; vandalism; weight of snow, ice or sleet; leakage from fire extinguishing equipment, including sprinklers; or accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.
2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more covered perils to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

E. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
2. **Exclusions**
- This insurance does not apply to:
- e. Contractual Liability**
- "Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.
- This exclusion does not apply to:
- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
 - (2) Liability for "personal and advertising injury" if:
 - (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

- (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
- (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – **Supplementary Payments – Coverages A and B** is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee.

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – **Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

F. **Medical Payments – Increased Reporting Period**

Paragraph 1. a. of Section I - **Coverage C – Medical Payments** is replaced by the following;

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

G. **Supplementary Payments**

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the 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.
- 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 \$500 a day because of time off from work.

H. **Broadened Property Damage**

1. **Elevator Property Damage**

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraphs 2., 3. and 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 any one "occurrence".

2. **Property Damage To Borrowed Equipment**

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraphs 2., 3. and 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others at a jobsite is \$25,000 any one "occurrence".

I. **Expected or Intended Injury or Damage**

Exclusion a. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. **Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

J. **Definition – Bodily Injury**

Definition 3. in Section V – **Definitions** is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death sustained by a person which results from that bodily injury, sickness or disease.

K. **Insured Status – Amateur Athletic Participants**

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

- (1) Your "employee", "volunteer worker" or any person you sponsor; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

L. **Aircraft, Auto Or Watercraft**

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

M. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. Definitions **10.** and **19.** in Section **V – Definitions** are replaced by the following:

10. "Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

19. "Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to Section **V – Definitions**:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

N. Definitions – Your Product and Your Work

Definitions **21.** and **22.** in Section **V – Definitions** are replaced by the following:

21. "Your product":

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

- a. Means:
- (1) Work, services or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work, services or operations.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

O. Priority Of Limits

The following paragraph is added to Section **III – Limits Of Insurance**:

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

- (a) You;
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and
- (c) Any other insured in any order that we choose.

P. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

Q. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

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

a. Primary Insurance

This insurance is primary except when Paragraph **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 Paragraph **c.** below. However, this insurance is also primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (iv) 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**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - (i) Equipment you borrow from others at a jobsite; or
 - (ii) Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an

additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

R. Unintentional Failure to Disclose All Hazards

Condition **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- i. Fail to disclose all hazards existing at the inception of this policy; or
- ii. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

S. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is renamed and replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

T. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

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 Effective 01/01/2021 Policy No. WC 3730966-11 Endorsement No.

Insured HR GREEN, INC. Premium \$

Insurance Company ZURICH AMERICAN INSURANCE CO. Countersigned By Kevin D. Krutten

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Blanket as required by a written contract	30 Days

All other terms and conditions of this policy remain unchanged.

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 Effective 01/01/2021
 Insured

Policy No. WC 3730966-11

Endorsement No.
 Premium \$



Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3730968-11	01/01/2021	01/01/2022	01/01/2021	37-179-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY A WRITTEN CONTRACT ✓	30

All other terms and conditions of this policy remain unchanged.



ZURICH®

Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3730967-11	01/01/2021	01/01/2022	01/01/2021	37-179-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Blanket as required by a written contract	30

All other terms and conditions of this policy remain unchanged.