

ATTACHMENT 1

DES MOINES WASTEWATER RECLAMATION AUTHORITY PROFESSIONAL SERVICES - GENERAL

INSURANCE & INDEMNIFICATION REQUIREMENTS

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

1. GENERAL

The Consultant shall purchase and maintain insurance to protect (1) the Consultant, the Des Moines Wastewater Reclamation Authority (WRA) and (3) the City of Des Moines, Iowa (CITY) throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies, except professional liability, shall be written on an occurrence basis and in form and amounts satisfactory to the WRA and CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the WRA and CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

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

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

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

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

D. CONTRACTUAL LIABILITY: The General Liability Insurance policy shall include Contractual Liability coverage equivalent to that included in ISO standard form CG 0001. To the extent

available, the Professional Liability Insurance policy shall also include Contractual Liability coverage. The WRA shall not be included as an Additional Insured on either policy.

- E. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance and Professional Liability Insurance policies shall be endorsed to provide the WRA and CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. ***Written notifications shall be sent to: Engineering Department, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.***
- F. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Consultant hereby releases the WRA and CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss without regard to the fault of the WRA or CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Consultant's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the WRA and CITY.
- G. PROOF OF INSURANCE: The Consultant shall provide to the WRA and CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through F above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Agreement under "Description of Operations/Locations/Vehicle/Special Items". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. ***Mail Certificates of Insurance to: Engineering Department, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.***
- H. AGENTS, SUBCONSULTANTS AND SUBCONTRACTORS: The Consultant shall require that any of its agents, subconsultants and subcontractors who perform work and/or services on behalf of the Consultant purchase and maintain the types of insurance customary for the services being provided.

3. **INDEMNIFICATION REQUIREMENTS**

For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the WRA and 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 WRA or CITY by reason of any injury or loss including, but not limited to, personal injury; including bodily injury or death, property damage; including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Consultant's work.

For professional services rendered, to the fullest extent permitted by law, Consultant agrees to pay on behalf of, indemnify, and hold harmless the WRA and 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 WRA or CITY that arise out of any negligent act, error or omission of the Consultant.

Consultant's obligation to indemnify the WRA and 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 WRA and CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Consultant arising out of or in any way connected or associated with Consultant's work, except to the extent caused by or resulting from the negligent act or omission of the WRA or CITY.

Consultant expressly assumes responsibility for any and all damage caused to WRA property arising out of or in any way connected or associated with Consultant's work

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

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

For professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the WRA and CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs and economic damages that may be asserted or claimed against, recovered from or suffered by the WRA or CITY that arise out of any negligent act, error or omission of the Consultant.