

ATTACHMENT 1
STANDARD PROFESSIONAL SERVICES – MAJOR
INSURANCE & INDEMNIFICATION REQUIREMENTS
(09/01/06)

1. GENERAL

The CONSULTANT shall purchase and maintain insurance to protect the CONSULTANT and the Des Moines Wastewater Reclamation Authority(WRA) throughout the duration of the Contract. Said insurance shall be provided by an insurance company(ies), “admitted” and “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 a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the WRA. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the WRA prior to contract 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 during the life of this contract, Worker’s Compensation Insurance, including Employer’s Liability Coverage, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each employee for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The CONSULTANT shall procure and maintain, during the life of this contract, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, and (e) Personal and Advertising Injury.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard for Commercial General Liability Policy (ISO CG 0001, Ed 07/98 with standard exclusions “a” through “o”, or any subsequent ISO equivalent form or a non-ISO equivalent form). Any additional exclusions shall be listed and submitted with the Certificate of Insurance and shall be subject to the review and approval of the WRA.

C. AUTOMOBILE LIABILITY INSURANCE: The CONSULTANT shall procure and maintain during the life of this contract, Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

If the CONSULTANT'S business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- D. UMBRELLA/EXCESS INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements and deletion of exclusions as required of the primary policy(ies).
- E. PROFESSIONAL LIABILITY INSURANCE: The CONSULTANT shall procure and maintain during the life of this contract, Professional Errors and Omissions Insurance with limits not less than \$1,000,000 per claim and in the aggregate. The CONSULTANT will notify the WRA if claims made erode the Policy Limits below those required above.
- F. AGENTS AND SUBCONTRACTORS: The CONSULTANT shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this contract to meet the same insurance requirements as are required of the CONSULTANT.
- G. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY : Except for Workers Compensation and Professional Liability, the policies providing the coverage's specified in B, C, and D above shall include the WRA Additional Insured and Governmental Immunities Endorsements. Copies of these endorsements are attached.
- H. CANCELLATION & MATERIAL CHANGES: The insurance policies providing the coverage's specified in A, B, C, D and E above shall include the WRA Cancellation and Material Changes Endorsement. A copy of this endorsement is attached.
- I. PROOF OF INSURANCE: The CONSULTANT shall provide to the WRA a Certificate(s) of Insurance evidencing all required insurance coverage as provided in A through E and G and H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify under "Description of Operations/Locations/Vehicle/Special Items" the title of the contract and that "Where required, Additional Insured, Governmental Immunities, and Cancellation and Material Change endorsements have been included as per attached." These endorsements shall be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverage's required.

3. **INDEMNIFICATION REQUIREMENTS**

- A. INDEMNIFICATION (HOLD HARMLESS) PROVISION: To the fullest extent permitted by law, CONSULTANT agrees to defend, pay on behalf of, indemnify, and hold harmless the WRA against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, attorney's fees, and for any damages which may be asserted, claimed or recovered against or from the WRA by reason of personal injury, including bodily injury or death, and property damage, including loss or use thereof, which arises out of or results from CONSULTANT's

work and/or services, other than professional design services, rendered to the WRA pursuant to the provisions of this contract.

In addition, CONSULTANT agrees to pay on behalf of, indemnify, and hold harmless the WRA against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, attorney's fees, and for any damages which may be recovered against or from the WRA by reason of any wrongful act, including any error or omission or other act, that causes liability in the performance of CONSULTANT'S professional design services rendered to the WRA pursuant to the provisions of this contract.

It is the intention of the parties that the WRA shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by CONSULTANT, its officers, employees, subcontractors, and others affiliated with CONSULTANT due to accidents, mishaps, misconduct, wrongful acts, negligence, damages or injuries resulting from the work performed by, or the negligent acts and errors or omissions of, CONSULTANT.

CONSULTANT expressly assumes full responsibility for any and all damage caused to the WRA premises resulting from the CONSULTANT's negligent acts, errors or omissions.

CONSULTANT represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and CONSULTANT will observe, and cause its officers, employees, subcontractors, subconsultants, and others affiliated with CONSULTANT to observe all applicable safety rules.

For purposes of this Attachment, the term "CONSULTANT" means and includes the CONSULTANT, its officers, agents, employees, subcontractors, and others affiliated with CONSULTANT, and the term "WRA" means and includes the WRA, its elected and appointed officials, and its agents, employees, volunteers, and others working on behalf of the WRA.

4. ENDORSEMENTS

- A. ENDORSEMENTS: All endorsements required for the work shall be attached to the appropriate Certificate or Certificates of Insurance and shall be, on the face thereof, listed by name (see attached).

**DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY
ENDORSEMENTS**

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Des Moines, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

ADDITIONAL INSURED ENDORSEMENT

The City of Des Moines, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their boards members, employees, and volunteers, are included as Additional Insured's with respect to liability arising out of the CONSULTANT'S work and services performed for the City of Des Moines, Iowa. This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including WRA as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the WRA as an Additional Insured does not waive any of the defenses of governmental immunity available to the WRA under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The WRA shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the WRA
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the WRA under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the WRA.

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5. No Other Change in Policy. The insurance carrier and the WRA agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.