

ATTACHMENT 1

CITY STANDARD PROFESSIONAL SERVICES - MINOR

INSURANCE & INDEMNIFICATION REQUIREMENTS

(3/20/09)

1. GENERAL

The Consultant shall purchase and maintain insurance to protect the Consultant and the City of Des Moines, Iowa (CITY) throughout the duration of the Agreement. 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 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. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Consultant shall procure and maintain, during the life of this Agreement, 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 \$100,000 each accident for Bodily Injury by Accident, \$100,000 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 Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$500,000 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 form Commercial General Liability Policy (ISO CG 0001 with standard exclusions or a non-ISO equivalent form).

C. AUTOMOBILE LIABILITY INSURANCE: The Consultant shall procure and maintain, during the life of this Agreement, Automobile Liability Insurance with limits of liability of not less than \$500,000 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 does not own any vehicles, coverage is required on non-owned and hired vehicles.

D. PROFESSIONAL LIABILITY INSURANCE: The Consultant shall procure and maintain, during the life of this Agreement, Professional Errors and Omissions Insurance with limits not less than \$500,000 per claim and in the aggregate. The Consultant will notify the CITY if claims made erode the Policy Limits below those required above.

- E. ADDITIONAL INSURED & CONTRACTUAL LIABILITY: The CITY **SHALL NOT be named or included** as an Additional Insured, **but all policies, except Workers Compensation and Professional Liability Insurance, SHALL include** Contractual Liability including the obligation to defend and settle. The General Liability Insurance definition of “Insured Contract” shall include any contract or agreement requiring the indemnification of a municipality for work to be performed for that municipality.
- F. CANCELLATION: **All policies SHALL provide the City, as Certificate Holder, no less than 30 days** advance written notification of policy cancellation and 10 days notification of cancellation due to non-payment of premium.
- G. SUBCONTRACTORS: The Consultant shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement purchase and maintain the same types of insurance as are required of the Consultant.
- H. PROOF OF INSURANCE: The Consultant shall provide to the CITY a Certificate(s) of Insurance evidencing all required insurance coverage as provided in paragraphs A through F above. The Certificate(s) of Insurance shall specify under “Description of Operations/ Locations/ Vehicle/Special Items: (1) the title of the contract or agreement and (2) the following statement: “General Liability and Automobile Liability Insurance policies include Contractual Liability. The General Liability definition of an “Insured Contract” includes the indemnification of a municipality when required by ordinance or by contract or agreement.”

3. INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment, the term "Consultant" means and includes the Consultant, its officers, agents, employees, subcontractors, subconsultants and others under the control of Consultant, and the term “CITY” means and includes the City of Des Moines, its elected and appointed officials, and its agents, employees and volunteers.

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, 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 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.

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, except for and only to the extent caused by the negligence of the City of Des Moines.

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

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.

4. WAIVER OF SUBROGATION

- A. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Consultant hereby releases the City, its elected and appointed officials, its 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 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 a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Consultant to recover thereunder.