



Roll Call Number

20-1552

Agenda Item Number

7

Date October 5, 2020

APPROVING PROFESSIONAL SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC. FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES FOR MUNICIPAL SERVICES CENTER PHASE 2, NOT TO EXCEED \$96,516

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That Professional Services Agreement between the City of Des Moines and Terracon Consultants, Inc., Jeffery Magner, Principal, 600 S.W. 7th Street, Suite M, Des Moines, Iowa, 50309, for a total cost not to exceed \$96,516, to provide materials testing and special inspection services for Municipal Services Center Phase 2, a copy of which is on file in the office of the City Clerk, is hereby approved as to form and content.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, said Professional Services Agreement for and on behalf of the City of Des Moines, Iowa.

(Council Letter Number 20-439 attached) Activity ID 01-2021-002

Moved by Gatto to adopt.

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

Funding Source: 2020-2021 CIP, Page Municipal Building-12, Municipal Service Center – Phase 2, BL128, G.O. Bonds, Solid Waste Bonds, Sanitary Sewer Fund, Storm Water Utility Fund

Table with 5 columns: COUNCIL ACTION, YEAS, NAYS, PASS, ABSENT. Rows include COWNIE, BOESEN, GATTO, GRAY, MANDELBAUM, VOSS, WESTERGAARD, and TOTAL.

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 J. M. Frankhu Cowrie Mayor

P. Kay Cmelik City Clerk

CITY OF DES MOINES
AGREEMENT FOR PROFESSIONAL SERVICES: HOURLY
MUNICIPAL SERVICES CENTER PHASE 2
SPECIAL INSPECTIONS AND TESTING
Activity ID 01-2021-002

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 Terracon Consultants, Inc., Jeffrey Magner, Principal, 600 S.W. 7th Street, Suite M, Des Moines, Iowa, 50309, hereinafter referred to as the "Consultant", being a corporation organized and existing under the laws of the State of Delaware 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 special inspections and testing for the Municipal Services Phase 2 Project (hereinafter the "Project"); and

WHEREAS, the Consultant is desirous of performing the professional services for the City required in connection with Municipal Services Center Phase 2 Special Inspections and Testing (hereinafter "Services")

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 special inspection and testing of the Project having the scope and complexity of the Services for 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 special inspection, testing 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 Services. 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 Agreement.

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: None.
- 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 provide services to ensure 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.
- 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.

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 services shall not exceed \$96,516.00 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 Services, 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 Services. 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 August 1, 2022 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 Tim brady, 515-283-4025, tbrady@dmgov.org. All communications directed to the City must be in writing to Tim Brady.

The primary contact person for Terracon Consultants, Inc., shall be Steve Kostal, 515-557-3824, stevekostal@terracon.com, Project Manager, 600 S.W. 7th Street, Suite M, Des Moines, Iowa, 50309. All communications directed to the Consultant must be in writing, such as payments, contracts, etc., directed to Steve Kostal.

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:

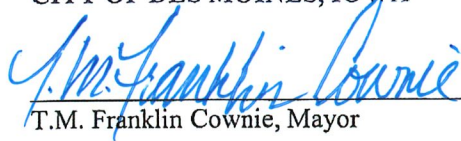
To City: Tim Brady
 400 Robert D. Ray Dr.
 Des Moines, IA 50309

To Consultant: Steve Kostak
 600 SW 7th Street Suite M
 Des Moines, IA 50309

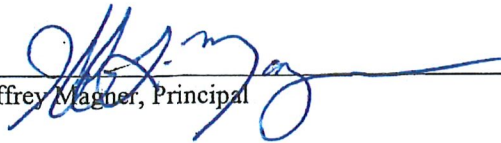
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, as of this 5th day of October, 2020.

CITY OF DES MOINES, IOWA

TERRACON CONSULTANTS, INC.



T.M. Franklin Cownie, Mayor



Jeffrey Wagner, Principal

FORM APPROVED:

ATTEST:



Kathleen Vanderpool, Deputy City Attorney



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.

CITY OF DES MOINES, IOWA
ENGINEERING DEPARTMENT

**ATTACHMENT 2
SCOPE OF SERVICES**

**MUNICIPAL SERVICES CENTER PHASE 2
SPECIAL INSPECTIONS AND TESTING
Activity ID 01-2021-002**

CONSTRUCTION PHASE SERVICES

The items described below are the major tasks to complete the construction special inspection services and are not intended to include all items of work. The **CONSULTANT** shall be responsible to complete construction special inspection and testing work necessary to ensure the Municipal Services Center Phase 2 Project (Project) is constructed in accordance with the approved Plans and Specifications:

A. CONSTRUCTION SPECIAL INSPECTION AND TESTING

The **CONSULTANT** shall provide materials testing required by the technical specifications and special inspections and testing required by the current building code for the project including but not limited to the following tasks listed below:

The **CONSULTANT** shall conduct required on-site inspection and testing at times deemed necessary to determine the overall quality and workmanship of the work, make measurements of completed work in accordance with the method of measurement requirements of the Contract Documents, and record said measurements. The **CONSULTANT** shall verify that all materials incorporated into the project have required certifications, tests and/or approvals, and that said materials conform to the requirements of Contract Documents to guard the **CITY** against defects and deficiencies in the work.

1. Foundation Observations and Testing of Vibratory Stone Column Recomaction (periodic):

- a. The **CONSULTANT** shall provide dynamic core penetrometer tests of recompacted vibratory stone column tops where disturbed by below grade improvements

2. Special Inspection and Testing of Grading (periodic):

- a. The **CONSULTANT** shall sample and verify materials proposed for use as fill, borrow, subgrade and backfill as per specifications.
- b. The **CONSULTANT** shall prepare and test soil samples to determine suitability for use, classification, and moisture density relationship.
- c. The **CONSULTANT** shall observe and verify proof rolling of subgrades prior to placement of fill pavement and slabs as per specifications.
- d. The **CONSULTANT** shall perform in-situ nuclear density tests to determine the moisture content and percent compaction of the soil materials at the frequency specified.
- e. The **CONSULTANT** shall verify the over excavations have been performed as outlined in the project documents and per recommendations provided in our geotechnical report.
- f. The **CONSULTANT** shall observe the footing excavations to verify the bearing strata.

- g. The CONSULTANT shall perform hand penetrometer or other appropriate tests to help evaluate the soil bearing strength at or near the bearing stratum (not applicable to areas improved with stone columns).

3. Cast-In-Place, Reinforced Concrete Observations and Tests (periodic):

- a. The CONSULTANT shall document the number, size, length, quantity, cleanliness, and lap length of reinforcing bars used.
- b. The CONSULTANT shall document bolts installed in concrete to include orientation, size, and embedment depth.
- c. The CONSULTANT shall perform special inspection observations of concrete placement as per specifications.
- d. The CONSULTANT shall sample fresh concrete, perform required tests, and cast test specimens during placements at the specified rate.
- e. The CONSULTANT shall store concrete cylinders in general accordance with ASTM requirements, and test for compressive strength.
- f. The CONSULTANT shall perform floor flatness/levelness tests per ASTM standard at surfaces noted in the plans and specifications.

4. Structural Steel / Precast Observations (periodic):

- a. The CONSULTANT shall observe bolted connections to confirm that snug tight or pretensioned conditions have been met.
- b. The CONSULTANT shall inspect field welds at steel framing and precast connections, and deck fastening.

5. Structural Masonry Observations and Tests at load bearing walls (periodic):

- a. The CONSULTANT shall observe general masonry construction practices to include protection from weather, grout cell cleanliness, reinforcement steel placement, mortar protrusion removal, placement of horizontal joint reinforcement, and grout consolidation.

6. Managerial, Supervision, and Engineering (periodic):

- a. The CONSULTANT shall provide scheduling of technicians and inspectors to provide services to the project on a part-time, as-requested basis.
- b. The CONSULTANT shall compile and upload computer generated reports to submittal exchange.
- c. The CONSULTANT shall provide project management of our services on a day-to-day basis as services are provided.
- d. Engineering consultation will be available to evaluate and review conditions and materials.

7. Notification of Nonconformance

- a. On the basis of on-site observations and inspection and testing as a design professional, the CONSULTANT shall keep the CITY informed of the progress and quality of the Work and shall guard the CITY against defects and deficiencies in the Work. The CONSULTANT shall notify the CITY of any work which is unsatisfactory, faulty, defective, incomplete or does not conform to the Contract Documents, advise and recommend action required to correct or complete such unsatisfactory, faulty, defective or incomplete work and, at the request of the

CITY, see that these recommendations are implemented by the Contractor.

- b. If the Contractor requests a waiver of any provisions of the plans and specifications, the Consultant will make a recommendation on the request to the City for its determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The City shall never be deemed to have authorized the Consultant to consent to the use of defective workmanship or materials.

Attachment 3

Activity ID No. 01-2021-002

Proposal for Materials Testing and Special Inspection Services
Municipal Services Center Ph 2 ■ Des Moines, Iowa
August 27, 2020 ■ Terracon Proposal No. P08201222



UNIT RATE SCHEDULE

| | Rate | Unit |
|--|----------|-------|
| PERSONNEL | | |
| Administrative Services | \$48.00 | hour |
| Testing Technician | \$58.00 | hour* |
| Special Inspection Technician | \$68.00 | hour* |
| Specialty Service Technician | \$78.00 | hour* |
| CWI/Steel Services Technician | \$90.00 | hour* |
| Field/Lab Coordinator | \$68.00 | hour |
| Project Manager/Engineer | \$108.00 | hour |
| Senior Project Manager/Engineer | \$128.00 | hour |
| Principal/Department Manager | \$145.00 | hour |
| Senior Principal | \$165.00 | hour |
| LABORATORY TESTING | | |
| Standard Proctor, 4-inch mold | \$130.00 | each |
| Standard Proctor, 6-inch mold | \$160.00 | each |
| Relative Density | \$260.00 | each |
| Atterberg Limits (multiple points) | \$90.00 | each |
| Laboratory testing of concrete | \$16.00 | each |
| FIELD EQUIPMENT/MATERIALS | | |
| Floor Flatness Gauge | \$250.00 | day |
| Nuclear Density Gauge | \$7.00 | test |
| TRIP CHARGE | | |
| Transportation per trip (includes mileage & vehicle) | \$10.00 | trip |

* Overtime is defined as all hours outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays. Overtime rates will be 1.5 times the hourly rate quoted. Sundays and holidays will be 2.0 times the hourly rate.

A 3 hour minimum charge will apply to all field services; however, when possible multiple services will be provided during the same visit. You will be invoiced on a periodic basis for services actually performed and/or as authorized or requested by you or your designated representative.

All rates will remain unchanged through December 31, 2022.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY)

12/20/2019

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| INSURED 1312891 TERRACON CONSULTANTS, INC. 600 SW 7TH ST. DES MOINES IA 50309 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Lexington Insurance Company | |
| | INSURER B : Travelers Property Casualty Co of America | |
| | INSURER C : The Travelers Indemnity Company | |
| | INSURER D : | |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES TERCO01 CERTIFICATE NUMBER: 13886935 REVISION NUMBER: XXXXXXXX

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 |
|----------|---|-----------|----------|--|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | TC2J-GLSA-1118L293 | 1/1/2020 | 1/1/2021 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | TC2J-CAP-131J3858 | 1/1/2020 | 1/1/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | Y | ZUP-91M46583 (EXCLUDES PROF. LIAB.) | 1/1/2020 | 1/1/2021 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | TC2J-UB-6N32541-0 (AOS) TRK-UB-6N32384-6 (AZ,MA,WI) | 1/1/2020 1/1/2020 | 1/1/2021 1/1/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | PROFESSIONAL LIABILITY | N | N | 26030216 | 1/1/2020 | 1/1/2021 | \$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE |

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

RE: PROFESSIONAL SERVICES AGREEMENTS SIGNED FOR EACH PROJECT. CITY OF DES MOINES IS AN ADDITIONAL INSURED AS RESPECTS GENERAL, AUTO AND EXCESS/UMBRELLA LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL, AUTO AND EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION, WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

APPROVED

FEB 13 2020

CITY OF DES MOINES ENGINEERING DEPARTMENT

CERTIFICATE HOLDER

13886935
CITY OF DES MOINES
ENGINEERING DEPARTMENT
CITY HALL
400 ROBERT D. RAY DRIVE
DES MOINES IA 50309

CANCELLATION See Attachments

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

Joseph M. Amello

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COMMERCIAL GENERAL LIABILITY
POLICY NUMBER: TC2J-GLSA-1118L293

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL IMMUNITY ENDORSEMENT - IOWA JURISDICTION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Iowa Jurisdiction:

**CITY OF DES MOINES, ENGINEERING DEPARTMENT, CITY HALL, 400 ROBERT D. RAY DRIVE,
DES MOINES, IA 50309**

Description of Project: WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

IOWA GOVERNMENTAL IMMUNITY

- a. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury". "property damage". "personal injury" or "advertising injury" caused by "your work" on or for any project that scheduled in this endorsement and located in such Iowa jurisdiction, this insurance applies on to the extent that such claim or "suit" is not subject to any defense of governmental immunity under Iowa Code Section 670.4 and any amendment to that section.
- b. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury". "property damage". "personal injury" or "advertising injury" caused by "your work" on or for any project that scheduled in this endorsement and located in such Iowa jurisdiction, that Iowa jurisdiction will be responsible for asserting any defense of governmental immunity and must do so if requested in writing by us. Nothing contained in this endorsement shall prevent us from asserting any defense of governmental immunity on behalf of that Iowa jurisdiction.
- c. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury". "property damage". "personal injury" or "advertising injury" to which this insurance applies and caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, we agree that:
 - (1) The purchase of this policy and including the Iowa jurisdiction as an additional insured under this policy does not waive any defense of governmental immunity available to such Iowa jurisdiction under Iowa Code Section 670.4 and any amendment to that section; and
 - (2) We will take the position that this insurance does not apply because of governmental immunity only after a court of law having jurisdiction over such claim or "suit" has ruled in favor of any defense of governmental immunity asserted by such Iowa jurisdiction.
- d. This preservation of governmental immunity does not change the coverage otherwise available under this policy.

CG F4 22 03 06

Forms a part of policy no.: 026030216

Issue to: Terracon Consultants, Inc.

By: Lexington Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND REDUCTION IN LIMITS BY ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and or limits by endorsement and ten (10) days written notice of non-payment of premium shall be sent to: CITY OF DES MOINES, ENGINEERING DEPARTMENT, CITY HALL, 400 ROBERT D. RAY DRIVE, DES MOINES, IA 50309. The endorsement supersedes the standard cancellation statement of the Certificate of Insurance to which this endorsement is attached.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: TC2J-GLSA-1118L293
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

CITY OF DES MOINES, ENGINEERING DEPARTMENT, CITY HALL, 400 ROBERT D. RAY
DRIVE, DES MOINES, IA 50309

Location of Covered Operations:

(Information required to complete this Schedule, if not shown above, will be shown in the
Declarations.)

- A.** Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage," "personal injury" or "advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: TC2J-GLSA-1118L293
CG 20 37 07 04
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|---|
| CITY OF DES MOINES, ENGINEERING DEPARTMENT, CITY HALL, 400 ROBERT D. RAY DRIVE, DES MOINES, IA 50309 | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"

POLICY NUMBER: TC2J-GLSA-1118L293
COMMERCIAL GENERAL LIABILITY

OTHER INSURANCE - ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY
CONDITIONS (Section IV), Paragraph
4. (**Other Insurance**), is amended as
follows:

1. The following is added to Paragraph **a. Primary Insurance**:
However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
 - a. The "bodily injury" or "property damage" for which coverage is sought occurs; and
 - b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed subsequent to the signing and execution of that contract or agreement by you.
2. The first Subparagraph (**2**) of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph (**1**):
That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

**WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3
POLICY NUMBER:**

(TC2J-UB-6N32541-0 (AOS) (AOS) & TRK-UB-6N32384-6 (AZ,MA,WI) (AZ, MA, WI))

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX - CONDITIONS:**

Notice of Cancellation to Designated Persons or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address in at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and address of Designated Person or Organizations:

**CITY OF DES MOINES ENGINEERING DEPARTMENT
400 ROBERT D. RAY DRIVE
DES MOINESIA50309**

Number of Days' Notice

30

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GOVERNMENTAL IMMUNITY ENDORSEMENT -
IOWA JURISDICTION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

SCHEDULE

Iowa Jurisdiction:
THE CITY OF DES MOINES

Description of Project:

The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions:

IOWA GOVERNMENTAL IMMUNITY

- a. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of covered "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" in your business while on or for any project that is scheduled in this endorsement and that is located in such Iowa jurisdiction, this insurance applies only to the extent that such claim or "suit" is not subject to any defense of government immunity under Code of Iowa Section 670.4 and any amendment to that section.
- b. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury" or "property damage" to which this Insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" in your business while on or for any project that is scheduled in this endorsement and that is located in such Iowa jurisdiction, such Iowa jurisdiction will be responsible for asserting any defense of governmental immunity and must do so if requested in writing by us.
- c. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury" or "property damage" to which this Insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" in your business while on or for any project that is scheduled in this endorsement and that is located in such Iowa jurisdiction, we agree that:
 1. the purchase of this policy and including the such Iowa jurisdiction as an additional insured under this policy does not waive any defense of governmental immunity available to such Iowa jurisdiction under Code of Iowa Section 60.4 and any amendment to that section;
 2. we will take the position that this insurance does not apply because of governmental immunity only after a court of law having jurisdiction over such claim or "suit" has ruled in favor of any defense of governmental immunity by such Iowa jurisdiction.

CA F0 77 03 07

POLICY NUMBER: TJ-BAP-131J3895 & TC2J-CAP-131J3858

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

| | |
|---|-----------------------------------|
| CANCELLATION: | Number of Days' Notice: 30 |
| WHEN WE DO NOT RENEW (Nonrenewal:) | Number of Days' Notice: 30 |

1. NAME: CITY OF DES MOINES
ENGINEERING DEPARTMENT
CITY HALL

ADDRESS: 400 ROBERT D. RAY DRIVE
DES MOINES IA 50309

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice with at least the Number of Days indication above before the effective date to our action.

IL T3 54 03 98

POLICY NUMBER: TC2J-CAP-131J3858

COMMERCIAL AUTO
ISSUE DATE: 1/1/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED FOR COVERED
AUTOS LIABILITY COVERAGE - DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

ADDITIONAL INSURED SCHEDULE

Designated Person or Organization: CITY OF DES MOINES

Address: CITY OF DES MOINES, ENGINEERING DEPARTMENT, CITY HALL, 400 ROBERT
D. RAY DRIVE, DES MOINES, IA 50309

PROVISIONS

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization designated in the Additional Insured Schedule is an "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the acts or omissions of an "insured" under paragraphs **A.1.a.** or **b.** of **SECTION I - COVERED AUTOS COVERAGES**.

2. The following is added to Paragraph **B., General Conditions**, of the **CONDITIONS** Section:

Notice of Cancellation to Additional Insured

In the event of cancellation of this policy, written notice of cancellation will be mailed by us to that person or organization designated in the Additional Insured Schedule.

CA T3 01 02 15

POLICY NUMBER: TC2J-GLSA-1118L293
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED NOTICE PERIODS AND ORGANIZATIONS - NOTICE OF CANCELLATION, OR NON RENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE OF DESIGNATED NOTICE PERIODS AND ORGANIZATIONS

| | |
|---|----------------------------------|
| Cancellation- Other Than For Non-Payment of Premium: | Number of Days Notice: 30 |
| Cancellation - Non-Payment of Premium: | Number of Days Notice: 10 |
| Material Limitation: | Number of Days Notice: 30 |

Organization and Address:

**CITY OF DES MOINES ENGINEERING DEPARTMENT CITY HALL
400 ROBERT D. RAY DRIVE
DES MOINES, IA 50309**

PROVISIONS:

1. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation - Other Than For Non-Payment Of Premium in the Schedule Of Designated Notice Periods And Organizations above, we will mail notice of cancellation to the organization shown in such Schedule. We will mail such notice to the address shown in such Schedule at least the number of days shown for Cancellation - Other Than For Non-Payment Of Premium before the effective date of cancellation.
2. If we cancel this policy for nonpayment of premium, and a number of days is shown for Cancellation - Non-Payment Of Premium in the Schedule Of Designated Notice Periods And Organizations above, we will mail notice of cancellation to the organization shown in such Schedule. We will mail such notice to the address shown in such Schedule at least the number of days shown for Cancellation - Non-Payment Of Premium before the effective date of cancellation.
3. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for Nonrenewal in the Schedule Of Designated Notice Periods And Organizations above, we will mail notice of nonrenewal to the organization shown in such Schedule. We will mail such notice to the address shown in such Schedule at least the number of days shown for Nonrenewal before the expiration date.

IL T8 XX

Policy Number: TC2J-GLSA-1118L293
COMMERCIAL GENERAL LIABILITY

CG 24 04 10 93

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) or Organization(s): Any person or organization for whom you have agreed in a written contract or agreement to waive your right of recovery, but only for payments we make because of:

1. "Bodily injury" or "property damage" that occurs; or
2. "Personal injury" or "advertising injury" caused by an offense committed; after you have executed that contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition (section IV-Commercial General Liability Conditions) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Numbers:
TRK-UB-6N32384-6 (AZ, MA, WI)
TC2J-UB-6N32541-0 (AOS)

**WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13(00)**

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Any person or organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver.

DESIGNATED ORGANIZATION:

Any person or organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver.

