



Roll Call Number

21488

Agenda Item Number

37

Date October 4, 2021

ACCEPTING PROPOSAL OF RK AND ASSOCIATES, INC. TO PROVIDE ODOR STUDY AND CONSULTING SERVICES AND AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENT FOR THE PROVISION OF SAME

WHEREAS, the health, safety and welfare of citizens of Des Moines, Iowa, is affected by the air borne environmental components to which they are exposed; and

WHEREAS, the City is in need of environmental expertise to study the odor causing components which exist and are airborne in the local environment so that it can determine whether and how to regulate those components; and

WHEREAS, the City Manager's Office requested the Finance Department Procurement Division to solicit proposals for an Odor Study and the Procurement Division solicited bids for such services by advertisement and mailing RFP No. N21-41 Odor Study for the City of Des Moines to 14 potential proposers with 4 proposals received; and

WHEREAS, the Evaluation and Selection Committee determined that the proposal submitted by RK and Associates, Inc., 2 South 631 Route 59, Suite B, Warrenville, Illinois 60555, was the highest scoring proposal and recommends such proposal to the City Council for award of contract; and

WHEREAS, an agreement to provide such services has been negotiated by the Neighborhood Services Director with RK and Associates, Inc., at a cost of \$83,000, a copy of which is on file in the City Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, that the proposal submitted by RK and Associates, Inc., for Odor Consultation Services is hereby accepted and the City Manager is hereby authorized and directed to execute an agreement with Cornerstone Government Affairs, Inc., at a cost of \$83,000, a copy of which is on file in the City Clerk's Office, and the City Clerk is authorized and directed to attest to the City Manager's signature.

(Council Communication No. 21 - 414)

Moved By Gatto to adopt.



Roll Call Number

21-1488

Agenda Item Number

37

Date October 4, 2021

APPROVED AS TO FORM:

Judy K Parks-Kruse

Judy K. Parks-Kruse
Assistant City Attorney

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

J. M. Franckh Cowme
Mayor

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.

P. Kay Cmelik

City Clerk

**AGREEMENT BY AND BETWEEN THE CITY OF DES MOINES, IOWA,
AND RELWANI KAVITA ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR
ODOR STUDY FOR THE CITY OF DES MOINES**

THIS AGREEMENT for Consultant Services (“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 Relwani Kavita Associates, Inc. (RKA) an Illinois Corporation with its address 2S 631 Route 59, Suite B, Warrenville, Illinois 60555, referred to as the "Consultant". This Agreement is not valid until signed by the City representative set out below.

WHEREAS, the City desires to procure consulting services to conduct an odor study (“the Project”); and

WHEREAS, on September 16, 2020, the Procurement Division issued a Request for Proposals (N21-41) for Odor Study for the City of Des Moines Consulting Services (RFP) to fourteen (14) potential consultants and received four (4) proposals in response; and

WHEREAS, the City found acceptable the proposal submitted by Consultant for a fee not to exceed Eighty Three Thousand Dollars and no cents (\$83,000.00) (“the Proposal”); and

WHEREAS, this Agreement is intended to formalize and implement the provisions of the RFP and of the Proposal, both of which are made a part of this Agreement by this reference.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1: SCOPE OF SERVICES TO BE RENDERED

Consultant agrees during the term of this Agreement to provide to the CITY, under the terms and conditions set forth in this Agreement, the Services and Deliverables which are described in the RFP and in the Proposed Scope of Services section of the Proposal.

SECTION 2: CONTRACT ADMINISTRATION

The Neighborhood Services Deputy Director of the City of Des Moines, Iowa (Director), or that person’s designee, shall be the liaison between Consultant the purpose of administration of the services to be performed under this Agreement. The services to be performed by Consultant shall at all times be subject to the general supervision of the Deputy Director, or designee.

SECTION 3: TERM OF CONTRACT

Consultant shall complete all services outlined in this Contract on or before March 31, 2022, providing no unforeseen delays are experienced beyond the control of the Consultant. A later date may be mutually agreed to by the parties.

SECTION 4: PRICES AND PAYMENT

CONSULTANT's fee for all work performed under this Agreement (Scope of Services) shall not exceed Eighty Three Thousand Hundred Dollars and no cents (\$83,000.00), which includes all travel and charges for reimbursable costs. Charges for reimbursable costs for travel are limited to coach airfare, One Hundred Fifty Dollars (\$150) per night for hotel costs, and Sixty-One Dollars (\$61.00) per day for meals. Payments to CONSULTANT shall be made on a monthly basis for the work performed based on the percentage of work completed to the date of the invoice, and not based on hourly rates, and reimbursable costs incurred during each month following receipt of properly detailed and City approved invoices. Final payment shall be made upon delivery and acceptance by the City of the final written report and following Consultant's presentations to the City Council. Consultant's hourly billing rate shall be as described in the Proposed Fees section of the Proposal. Such hourly rates shall be the basis for additional fees if the City requires work in addition to the Scope of Services. Additional work, if any, must be by written amendment signed by both parties.

SECTION 5: CONTRACT DOCUMENTS

This Agreement shall include and be composed of: (1) this Agreement, (2) the RFP, and (3) the Proposal. In the event of any conflict or inconsistency between this Agreement and the other documents comprising the Agreement, the hierarchy of precedent shall be as listed above. This Agreement may be amended by execution of a written amendment executed by both parties.

SECTION 6: MEETINGS

At the request of the Deputy Director, or designee, meetings shall be bimonthly as the performance of this Agreement progresses at a mutually convenient location. Consultant shall prepare and present such information as may be pertinent or necessary to enable the Deputy Director to pass critical judgment on the features and progress of services under this Agreement.

SECTION 7: PROGRESS REPORTS AND INFORMATION

Consultant shall furnish the City with a progress report submitted each Wednesday by 5:00 pm which shall indicate the progress on each Task completed on the Project to the date of the report, together with a description of the status of services in progress during Consultant's performance under this Agreement. Consultant shall also, upon request of the Deputy Director, or designee, furnish the necessary documentation to verify the reported progress in the performance of said services.

Consultant is entitled to assume, without independent verification, the accuracy of all information and data that the City provides to Consultant. All information and data to be supplied will be complete and accurate to the best of the City's knowledge. Consultant will use information and data furnished by others if Consultant reasonably and in good faith believes such information and data to be reliable; however, Consultant shall not be responsible for, and Consultant shall provide no assurance regarding, the accuracy of any such information or data. Consultant shall be providing advice and recommendations to the City; however, all decisions in connection with the implementation of such advice and recommendations shall be the City's responsibility. Consultant

shall have no responsibility for any decisions made by the City relating to Consultant's services hereunder. Consultant shall have no responsibility for any assumptions reached by the City, which assumptions shall be the City's responsibility. The reports may include estimates of annual operating results based upon courses of action that the City expects to take prior to and during the period under analysis. The City is responsible for representations about its plans and expectations, and for the disclosure of significant information that might affect the estimated results.

Any reports prepared by Consultant are valid only when presented in their entirety and only for the purpose stated therein. It is expressly understood that (a) Consultant's reports, suggestions, analyses and conclusions, if any, do not, in whole or in part, constitute a fairness or solvency opinion and (b) Consultant will not perform any review, audit or other attestation procedures with respect to financial information as defined by the American Institute of Certified Public Accountants and will not issue any opinion, report or other form of assurance with respect to any financial information. There will usually be differences between the estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. Should the City have any reservations with regard to the estimates, we will discuss them with the City before the report is issued. Any partially completed work products and drafts presented to the City are for internal use only.

SECTION 8: ACCESS TO CONSULTANT'S RECORDS

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 or any of its duly authorized representatives upon no less than thirty (30) days prior written notice shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying (each at the City's sole cost and expense) during normal business hours. All such books, records, and documents shall be retained by Consultant for three (3) years from the date of final payment under this Agreement and the City may only exercise its rights under this Section 8 one (1) time during any twelve (12) month period.

SECTION 9: OWNERSHIP OF DOCUMENTS

Except as otherwise provided below, Consultant agrees that the City shall become the sole and exclusive owner of all reports, studies, designs, design plans, images, drawings, photographs, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form, prepared under this Agreement, including without limitation, those prepared by Consultant's subcontractors or subconsultant's ("the Works") upon completion or termination of the services of Consultant. Consultant hereby irrevocably assigns, transfers and conveys to the City all right, title and interest in and to the Works created under this Agreement, and all intellectual property rights and proprietary rights arising out of such Works, including copyrights, patents, trademarks, and derivative works and interests. Consultant warrants to the City that the Works 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. Upon completion or termination of this

Agreement and payment of all fees due and owing to Consultant, Consultant will immediately turn over to City all Works not previously delivered to City.

To the extent any of Consultant's rights in the Works 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 Works.

Notwithstanding anything to the contrary in the foregoing, to the extent that Consultant utilizes any of its property (including, without limitation, proprietary databases, proprietary information, any hardware or software) in connection with its services, such property shall remain the property of Consultant, and the City shall not acquire any right or interest in such property nor shall such property be considered part of the Works. Consultant shall have ownership (including, without limitation, copyright ownership) and all rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof (including, without limitation, generalized features of the sequence, structure and organization of any works of authorship) in conducting its business, and the City shall not assert or cause to be asserted against Consultant or its personnel any prohibition or restraint from so doing. To the extent that the Works include any of the foregoing intellectual property of Consultant, Consultant hereby grants to the City an irrevocable, perpetual, unlimited license to use such property in connection with the Works, in any media and for any purpose.

SECTION 10: TERMINATION

If the City determines in its discretion that Consultant is not satisfactorily in accordance with the terms and conditions of this Agreement, or that further performance by Consultant under this Agreement is no longer beneficial to the City, the City may terminate Consultant's services under this Agreement by giving Consultant written notice of such termination upon no less than thirty (30) days prior written notice. In said event, the City shall promptly pay Consultant for all services rendered by Consultant prior to notice of such termination.

It is further agreed that if the City determines that the subject of study by Consultant becomes preempted from local regulation by State of Iowa, whether by legislative action, judicial decision, or any other manner, such that the work of Consultant becomes moot, the City may terminate the agreement upon thirty (30) days prior written notice. In said event, the City shall promptly pay Consultant for all services rendered by Consultant prior to notice of such termination. In this instance, the City's determination shall be binding and shall be unilateral.

SECTION 11: INSURANCE AND INDEMNIFICATION

Consultant shall defend, pay on behalf of, indemnify and hold harmless the City as provided for in Attachment 2 of the RFP- Insurance and Indemnity/Endorsements, shown in Attachment 1 to this Agreement. Consultant shall obtain and maintain in continuous effect during the term of this Agreement with the City and while any of its obligations remain unsatisfied, the insurance coverages, limits, waivers and endorsements set forth in Attachment 2 of the RFP, shown in Attachment 1 to this Agreement, and shall provide the City with a certificate of insurance showing such coverages prior to execution of this Agreement.

SECTION 12. NON-DISCRIMINATION

Consultant shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, creed, national origin, gender, age, sex, religion, sexual orientation, gender identity, disability or familial status and shall furnish evidence of compliance with this provision when so requested by the City.

SECTION 13: CHOICE OF LAW

This Agreement will be governed by and interpreted and construed in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall be brought in the Iowa District Court in Polk County, Iowa or the United States District Court for the Southern District of Iowa. If any provision of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

SECTION 14: FORCE MAJEURE

Except for any payment obligations, neither party hereto will be liable for any failure or delay in performing under this Contract where such failure or delay is due to causes beyond its reasonable control, including natural catastrophes, governmental acts or omissions, laws or regulations, war, terrorism, labor strikes or difficulties, communications systems breakdowns, hardware or software failures, transportation stoppages or slowdowns or the inability to procure supplies or materials.

SECTION 15: NOTICES, PAYMENTS AND INVOICES

All notices which the parties are authorized or required to give one another pursuant to this Agreement, and all reports, payments and invoices, shall be in writing and may be personally delivered, sent by ordinary mail, or sent with a nationally recognized overnight carrier to the addresses hereafter provided. Mailed notices, reports, payments or invoices shall be deemed to be received by the party to whom directed five (5) business days after being deposited into the United States mail. Such notices, reports, payments and invoices shall be delivered or mailed to the following persons at the addresses listed:

CITY:
SuAnn Donovan
Deputy Director of Neighborhood
Services
City of Des Moines
602 Robert D. Ray Drive
Des Moines, Iowa 50309

CONSULTANT:
Suresh Relwani
President and Principal Engineer

Relwani Kavita Associates, Inc.
2S 632 Route 59, Suite B
Warrenville, IL 60555

With a Copy to: _____

SECTION 16: MISCELLANEOUS

Limitation on Warranties. This is a consulting services agreement. Due to the inherent uncertainty involved with predicting future events and local/industry conditions, Consultant makes no representations or warranties as to the findings or recommendations contained within any of its analyses, including any estimates and disclaims, and City hereby expressly waives, any and all claims based on any possible representations and warranties, whether express, implied or otherwise, including, without limitation, warranties of merchantability and fitness for a particular purpose.

Findings and Recommendations. Any findings and recommendations presented as a part of this Agreement will reflect the analysis of primary and secondary information provided by you and other involved parties. Information provided by third parties will not be audited or verified, unless otherwise noted, and will be assumed to be correct. As any projected information provided as a part of this Agreement will be based on various trends and assumptions, there will be differences between the information presented and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

Cooperation. The City shall cooperate with Consultant in connection with the performance of its services hereunder, including providing Consultant with reasonable and timely access to the City's information, data, and personnel.

Consent and Good Faith Dealings. The parties hereby covenant, each to the other, that each will deal with the other equitably, and will take into account the reasonable commercial expectations of the other in the exercise of rights and obligations hereunder.

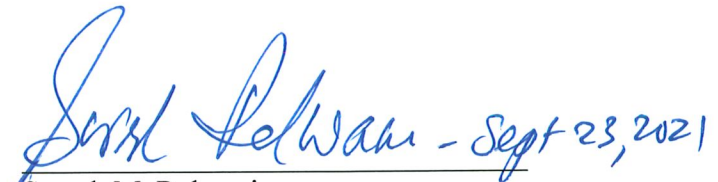
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this ____ day of _____, 2021 by their duly authorized representatives.

CITY OF DES MOINES, IOWA

RELWANI KAVITA ASSOCIATES INC.



Scott Sanders
City Manager



Suresh M. Relwani
President

APPROVED AS TO FORM:



Judy K. Parks-Kruse, Assistant City Attorney

ATTACHMENT 1

CITY OF DES MOINES, IOWA PROFESSIONAL SERVICES - GENERAL

INSURANCE & INDEMNIFICATION REQUIREMENTS

(Attachment 2 of the RFP)

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: CONTRACTUAL LIABILITY: 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 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 NOTIFICATIONS: The CONSULTANT shall provide the City with no less than ten (10) days notification of cancellation or nonrenewal of General Liability Insurance and Professional Liability Insurance policies required above.
Written notifications shall be sent to: City of Des Moines, Procurement Administrator, 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 others 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 Certificates of Insurance to: City of Des Moines, Procurement Administrator, 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 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 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.

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.

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 control of CONSULTANT, except to the extent caused by or resulting from the negligent act or omission of the CITY.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2021

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 Insurance Innovations Inc 1971 Washington Street Suite 102 Grafton WI 53024	CONTACT NAME: Timothy Chopp	PHONE (A/C, No, Ext): (262) 339-3819	FAX (A/C, No): (262) 546-0886
	E-MAIL ADDRESS: tim@insuranceinnovations.biz		
INSURED RK & Associates, Inc 2S631 State Route 59 Ste B Warrenville IL 60555-1441	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: West Bend Mutual Insurance		15350
	INSURER B: CNA Inc.		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: CL2112200457 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y	1821801	11/21/2020	11/21/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Empl Practices Liab Ins \$ 100,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1821801	11/21/2020	11/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			1821801	11/21/2020	11/21/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	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	N/A	Y	WCV1820671	11/21/2020	11/21/2021 <input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional/Pollution/Cyber Liability			AEH288337428	09/22/2021	09/22/2022	\$5,000,000 Occ. \$5,000,000 Agg. Cyber \$2,000,000

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

Project: Professional Services - Ongoing
City of Des Moines, Iowa.
Waiver of subrogation applies to the General Liability and Workers Compensation policies in favor of the City of Des Moines, IA.
10-day written notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Des Moines, IA Procurement Administrator, Cit 400 Robert D. Ray Drive Des Moines IA 50309	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

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September 23, 2021

Judy K. Parks-Kruse,
Assistant City Attorney - City of Des Moines Legal Department
Des Moines City Hall
400 Robert D. Ray Drive
Des Moines, Iowa 50309

Via E-Mail and Hard Copy
jkparks-kruse@dmgov.org

Signed Contract for Performing an Odor Study for the City of Des Moines

Dear Ms. Parks-Kruse:

Please find attached the proposed contract for the above referenced project signed by Suresh Relwani of RKA. The certificate of insurance meeting the requirements of Attachment 1 of the contract will be forwarded to your attention upon execution of the contract by the City of Des Moines.

RKA appreciates this opportunity to look forward to working with the City of Des Moines on this important project.

If you have any questions, or need any additional information, please do not hesitate to contact me at your convenience at (630) 393-9000.

Sincerely,
RK & ASSOCIATES, INC.

A handwritten signature in black ink that reads 'Suresh Relwani' in a cursive script.

Suresh M. Relwani
Principal Engineer

cc: Ms. Darina Demirev, RKA