

1101.03, Definition of Terms.

Replace the Article:

Joint Venture.

The joining of two or more qualified contractors for the purpose of combining equipment, personnel, and finances in order to submit a bid on a single proposal. This includes both joint bidders and formal joint ventures.

1103.01, I.

Replace the Article:

For failure to submit and maintain with the Contracting Authority a current Certificate of Insurance meeting the requirements of [Article 1107.02](#).

1103.04, Certificate of Insurance.

Replace the Article:

The Contractor's or Contractors' certificate(s) of insurance described in [Article 1107.02](#) shall be submitted to the Contracting Authority before the execution of the contract.

1107.02, Insurance.

Replace the Article:

The insurance requirements of this article shall apply to all new contracts, as well as insurance renewals for existing contracts, starting on January 1, 2027.

A. At its own expense, the Contractor shall carry insurance covering all construction operations incidental to contract completion. The Contractor shall submit to the Contracting Authority a current certificate (or certificates if necessary) of insurance prior to execution of the contract and thereafter as insurance policies are renewed or replaced. The certificate(s) shall show the Contracting Authority as the certificate holder and identify the Contractor's insurer(s), Contractor's name and address, type of policy, policy number, policy period, limits of coverage, and scope of work covered (single contract or statewide). This requirement applies with equal force, whether the work is performed by the Contractor, or by any subcontractor or independent contractor, or by anyone employed by any of the foregoing. Except as provided elsewhere in this article, coverage shall remain in force until the Engineer's final acceptance of the work.

1. For contracts let by the Department:

- a.** Submit initial certificate(s) of insurance electronically to the Department per instructions provided by the Contracts and Specifications Bureau prior to signing the contract.
- b.** Certificates of insurance for Iowa DOT or county contracts may be statewide or contract specific per instructions provided by the Contracts and Specifications Bureau. Contracts for joint ventures or city projects shall be contract specific.
- c.** Insurance renewals or replacements prior to final acceptance of the work shall be submitted electronically to the Department's Finance Bureau, per the instructions provided by the Department. Provide to the Engineer electronically per their instructions.

2. For locally let contracts:

Provide certificate of insurance as well as any renewals or replacements to the Contracting Authority.

B. The Contractor shall not cancel or fail to renew any required coverage without giving the Contracting Authority at least 30 calendar days' written notice. If any policy is to be canceled

or not renewed during any period of required coverage, the Contractor must have in place a new policy before or upon cancelation or non-renewal of the former policy to ensure no lapse in coverage.

- C. The insurance shall be written by an insurer or insurers qualified to do business in the State of Iowa. For independent contractors engaged solely in the transportation of materials, the coverage provided by such insurance shall not be less than that required by Iowa Code 325A for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, and independent contractors, the minimum insurance coverage shall be as follows:

1. Workers' Compensation.

Workers' compensation insurance shall be obtained at applicable State of Iowa statutory limits and include Employer's Liability insurance with limits of not less than: \$500,000 per accident for bodily injury by disease; \$500,000 per employee for bodily injury by disease; and \$500,000 policy limit. When required, US Longshore and Harbor Workers' Compensation Act and Jones Act coverage shall be added with appropriate limits.

2. Commercial Auto Liability.

The limit of coverage shall not be less than \$1,000,000 combined single limit per accident for bodily injury and property damage. This policy shall be written on an occurrence basis and provide coverage for all owned, non-owned, and hired vehicles used on or off the project site.

3. Commercial General Liability.

The limits of coverage shall not be less than: \$1,000,000 per occurrence for bodily injury and property damage; \$1,000,000 for personal and advertising injury; \$3,000,000 general aggregate; and \$3,000,000 products and completed operations aggregate. This policy shall be written on a broad form, occurrence basis, and provide coverage for blanket contractual liability, independent contractors, and general liability. Completed operations coverage shall remain in force for one year after the Engineer's final acceptance of the work. This policy shall not contain any exclusion for explosion, collapse, or underground property damage. Coverage under this policy shall be as broadly construed for the Contracting Authority as is available to the Contractor.

4. Excess or Umbrella Liability.

The Contractor may use Excess or Umbrella Liability insurance to aid in meeting the minimum limits of coverage required by this article.

- D. The Contracting Authority shall be named as an additional insured on the Commercial General Liability (including ongoing and completed operations), Commercial Auto Liability, and Excess or Umbrella Liability policies. For general liability, the additional insured coverage shall not be less than that provided by ISO Forms CG 2010 0704 and 2037 0704 (together) or equivalent. All required insurance shall be primary and noncontributory to any insurance available to the Contracting Authority. Each policy shall include a waiver of subrogation in favor of the Contracting Authority. The Contractor shall obtain all endorsements necessary to support these requirements.

- E. This article specifies minimum limits of coverage only and shall not be construed to limit the Contractor's actual liability under the contract.

F. Insurance for Joint Ventures.

1. If a contract is awarded to a joint venture, the parties to the joint venture shall each comply with all insurance requirements in this article.

2. Each party to a joint venture shall submit its own certificate of insurance naming itself as the insured but listing the Contracting Authority, the other party or parties to the joint venture, and the joint venture as additional insureds as it pertains to the contract, such to be shown in the certificate's Description of Operations. Each party shall obtain all endorsements necessary to support these requirements.

G. Railroad Insurance.

1. For contracts that involve work on or near railroad ROW, the Contractor shall at its own expense obtain the types and limits of insurance specified in the contract documents, including any requirement to obtain Railroad Protective Liability insurance.
2. A separate certificate of insurance shall be submitted for each railroad with insurance requirements contained in the contract documents. The certificate shall show the railroad as the certificate holder and include the contract ID in the Description of Operations as well as meet all other requirements contained in the contract documents

The Contractor's failure to comply with the requirements of this article shall be considered sufficient cause to suspend the work, withhold estimates, and deny the Contractor from receiving further contract awards, as provided in [Article 1103.01](#).