SPECIAL PROVISIONS FOR INSURANCE REQUIREMENTS

Linn County
STP-U-1187(775)--70-57

Effective Date
June 17, 2014

THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SERIES 2012, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

The insurance limits listed following the third paragraph of Article 1107.02, A, of the Standard Specifications, are modified as noted below:

1. WORKERS COMPENSATION:

   a. State: $ Statutory
   b. Applicable Federal $ Statutory
   c. Employer’s Liability
      i. Bodily Injury by Accident: (Each Accident) $ 500,000
      ii. Bodily Injury by Disease: (Each Employee) $ 500,000
      iii. Policy Limit $ 500,000

2. CONTRACTOR’S GENERAL LIABILITY

   a. General Aggregate $ 2,000,000
   b. Products – Completed Operations Aggregate $ 2,000,000
   c. Personal and Advertising Injury (Per Person/ Organization) $ 1,000,000
   d. Each Occurrence (Bodily Injury and Property Damage) $ 1,000,000
   e. Fire Legal Liability Damage Limit (Any One Fire) $ 50,000
   f. Medical Expense Limit (Any One Person) $ 5,000
   g. Property Damage liability insurance will provide
Explosion, Collapse, and Underground coverages.

h. Railroad protective insurance
   i. Each Occurrence $ 0
   ii. Aggregate $ 0
i. Umbrella Liability
   See Section 6g.
j. Excess Umbrella Liability
   See Section 7.

3. AUTOMOBILE LIABILITY

a. Bodily Injury:
   i. Each Person $ 1,000,000
   ii. Each Accident $ 1,000,000
b. Property Damage:
   i. Each Accident $ 1,000,000
c. Combined Single Limit of $ 1,000,000
d. Policy shall include contractual liability coverage and
coverage on all owned, non-owned and hired vehicles.

4. CONTRACTUAL LIABILITY

a. Bodily Injury:
   i. Each Accident $ 1,000,000
   ii. Annual Aggregate $ 2,000,000
b. Property Damage:
   i. Each Accident $ 1,000,000
   ii. Annual Aggregate $ 2,000,000

5. ADDITIONAL INSURANCES

a. Umbrella - See Section 6g.
b. Rider covering traffic control operations.
   Any providers of signs, barricades, lights, or other traffic control devices must show
evidence of insurance.

6. ADDITIONAL INSUREDS

a. Insurance certificates shall specifically indicate, by name, the additional insureds which
   are to include CITY OF CEDAR RAPIDS, IOWA and its officers and employees.
b. Additional Insureds
   Contractor shall purchase and maintain liability
   insurance, as described above, specifically naming as additional insureds CITY OF
   CEDAR RAPIDS, IOWA and its officers and employees.
c. The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its
   employees and volunteers, all its boards, commissions and/or authorities and their board
   members, employees, and volunteers, are included as Additional Insureds with respect to
   liability arising out the Insured's work and/or services performed for the City of Cedar
   Rapids, Iowa. This coverage shall be primary to the Additional Insureds, and not
   contributing with any other insurance or similar protection available to the Additional
   Insureds, whether available coverage be primary, contributing or excess.
d. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states
   that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an
Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

e. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.

f. Assertion of Government Immunity. The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.

g. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.

h. No Other Change in Policy. The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

i. Cancellation and Material Changes Endorsement: 30 days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and 10 days written notice of non-payment of premium shall be sent to Public Works Department, attention: Project Manager, 1201 6th Street SW, Cedar Rapids, IA 52404. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

j. CONTRACTOR shall, prior to the start of any Work on the Project by any Subcontractor, confirm and verify that CONTRACTOR has received a certificate of insurance from each Subcontractor specifically:
   i. naming CITY OF CEDAR RAPIDS, IOWA as additional insureds, under each subcontractors’ policy of insurance and;
   ii. that each subcontractors’ policy of insurance naming CITY OF CEDAR RAPIDS, Iowa as additional insureds specifically includes the additional Insured Endorsement language as required by paragraph 6.b. above.

k. CONTRACTOR shall, prior to the start of any Work on the Project by CONTRACTOR or by any Subcontractor, submit to CITY OF CEDAR RAPIDS, IOWA:
   i. a certificate of insurance for CONTRACTOR in compliance with the above paragraphs 6.a through 6.h.
   ii. a certificate of insurance for each Subcontractor in compliance with paragraph 6.j.i. and 6.j.ii.

l. That failure of CONTRACTOR or Subcontractor to comply with the above requirements with respect to the Additional Insured Endorsement and/or Certificate of Insurance, shall not be construed as waiver of those provisions by CITY OF CEDAR RAPIDS, IOWA as well as other persons and entities so identified.

m. As an alternative to complying with items b through e above, CONTRACTOR may furnish to CITY OF CEDAR RAPIDS, IOWA an Owners’ and Contractors’ Protective (OCP) policy. OCP policy shall provide for bodily injury and property damage coverage equal to
the sum of: the general aggregate limit for commercial general liability plus the amount specified for the umbrella coverage.

n. The stated limits above can be obtained through individual policies or if CONTRACTOR desires to reduce underlying limits to minimums required by its insurance carrier, an umbrella policy must accordingly be provided to maintain overall total level of coverage. Any umbrella insurance shall be written on an occurrence basis and pay on behalf form and shall include the same endorsements and additional insureds as required of the primary policies.

7. UMBRELLA:

    a. An excess umbrella policy (pay on behalf form) with Limits of $2,000,000 for Employer's Liability, Contractor's General Liability, (bodily injury, personal injury, and property damage), Automobile Liability and Contractual Liability on a combined basis shall be provided. Any Excess insurance shall be written on an occurrence basis and pay on behalf form and shall include the same endorsements and additional insureds as required of the primary policies.

    b. Policy shall include CITY OF CEDAR RAPIDS, IOWA, and any others required as additional insureds.

    c. The types of insurance and the limits of liability indicated are the minimum required. The CITY OF CEDAR RAPIDS, IOWA does not warrant the adequacy of the types of insurance, or the limits of liability required. Any policy exclusions shall be indicated on the insurance certificate. All insurance shall be provided on an occurrence form basis. Insurance certificate(s) must clearly disclose, on its face, that coverage is on an occurrence basis and that it cannot be cancelled or materially altered without giving the CONTRACTING AUTHORITY written notice 30 calendar days prior to cancellation, or alteration.

8. INSTRUCTIONS FOR PREPARING INSURANCE CERTIFICATES

    a. The Contractor shall furnish the CITY OF CEDAR RAPIDS, IOWA with Certificates of Insurance and a copy of the policies. Before commencing any performance under this Contract, the Contractor shall deliver all of the Certificates of Insurance to the CITY OF CEDAR RAPIDS, IOWA certifying that the policies stipulated above are in full force and effect.

    b. Insurance documents shall be prepared according to the following instructions. Also refer to attached sample forms on the following pages for further explanation, and which show where the below instructions numbered “i” to “v” apply.

        i. All addresses on the certificate should list a street address (not just a PO Box address).

        ii. “The City of Cedar Rapids, Iowa and its officers and employees shall be named as additional insureds” without restrictions on the successful bidder’s, subcontractor’s and independent contractor’s liability insurance policies and certificates of insurance.

        iii. The liability limits shall be according to the contract documents. General liability coverage must be on a claims occurred basis.

        iv. The project name and project number being covered must appear on the face of the certificate.

        v. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER

INSURER A
INSURER B
INSURER C
INSURER D
INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSUREES 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>X GENERAL LIABILITY</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>DAMAGE TO PROPERTY</td>
<td>$100,000</td>
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<tr>
<td></td>
<td>MED EXP (Any One Person)</td>
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<td></td>
<td>PERSONAL &amp; ADJURY</td>
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<tr>
<td></td>
<td>GENERAL AGGREGATE</td>
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<td>PRODUCTS - COMMERCIAL</td>
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<th>INSURER B</th>
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<tbody>
<tr>
<td>X AUTOMOBILE LIABILITY</td>
<td>EACH OCCURRENCE</td>
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<tr>
<td></td>
<td>BODILY INJURY (Per Person)</td>
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<tr>
<td></td>
<td>BODILY INJURY (Any One Accident)</td>
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<td>PROPERTY DAMAGE (Per Accident)</td>
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<td>AUTO ONLY - EA ACCIDENT</td>
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<td>OTHER THAN AUTO ONLY - EA ACCIDENT</td>
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<th>INSURER C</th>
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<tbody>
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<td>X EXCESS UMBRELLA LIABILITY</td>
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<td></td>
<td>OCCURRENCE</td>
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<tr>
<th>INSURER D</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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</thead>
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<tr>
<td>X WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>E.L. EACH ACCIDENT</td>
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<tr>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
<td>$500,000</td>
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</tbody>
</table>

FH: Special provision shown

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Cedar Rapids, Iowa, its officers and employees shall be named as additional insureds.

Project covered -- "Project Name" and Contract No.

CERTIFICATE HOLDER

City of Cedar Rapids
Engineering Department
1201 6th Street SW
Cedar Rapids, IA 52404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER WILL ENFORCER TO MAIL NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION
DEPARTMENT OF COMMERCE
IOWA INSURANCE DIVISION
330 MAPLE ST.
DES MOINES, IOWA 50319

IOWA INSURANCE PRODUCER’S LICENSE
THE NAMED PRODUCER IS AUTHORIZED TO REPRESENT EACH COMPANY WHICH HAS
AN APPOINTMENT RECORDED WITH THIS DIVISION FOR THE LINES OF INSURANCE
INDICATED BELOW.

LICENSE NUMBER  XXXXXXXX
DATE OF BIRTH    XXXXXXXX
QUALIFICATIONS   XXXXXXXX

ISSUED  XXX
EXPIRES   XXX

COMMISSIONER OF INSURANCE

KEEP THIS LICENSE IN YOUR POSSESSION AT ALL TIMES. OBTAIN A
DUPLICATE BY SENDING $10 WITH YOUR NAME, ADDRESS AND LICENSE
NUMBER TO THIS DEPARTMENT.

QUALIFICATION CHART
1-FIRE          12-LIFE, A and H
2-CASUALTY      13-PERSONAL LINES
3-AUTO          14-ALL LINES BUT VC
4-CROP          15-PERS LINES NC CROP
5-SURETY        16-COMMERCIAL LINES
6-A and H       17-CREDIT
7-LIFE          18-LEGAL EXPENSE
8-COUNTY        19-SURPLUS LINES
9-MUTUAL        20-PROPERTY
10-VARIABLE      21-CASUALTY
                VARIABLE
11-REINSURANCE  22-REINSURANCE
12-REINSURANCE  23-REINSURANCE
13-REINSURANCE  24-REINSURANCE
14-REINSURANCE  25-REINSURANCE
15-REINSURANCE  26-REINSURANCE
16-REINSURANCE  27-REINSURANCE
17-REINSURANCE  28-REINSURANCE
18-REINSURANCE  29-REINSURANCE
19-REINSURANCE  30-REINSURANCE
20-REINSURANCE  31-REINSURANCE
SAMPLE FORM

1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:
City of Cedar Rapids
1201 6th Street, S. W.
Cedar Rapids, Iowa 52404

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.