



**SPECIAL PROVISIONS
FOR
INSURANCE REQUIREMENTS**

**Linn County
STP-U-1187(781)--70-57**

**Effective Date
May 16, 2017**

THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SERIES 2015, 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, and US Bank.
- b. Additional Insured Endorsement – 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, and US Bank.
- 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 and US Bank as additional insureds, under each subcontractors' policy of insurance and;
 - ii. that each subcontractors' policy of insurance naming CITY OF CEDAR RAPIDS, Iowa and US Bank 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. The 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 insured 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. 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.