

**SP-127006  
(NEW)**



**Iowa Department of Transportation**

**SPECIAL PROVISIONS  
FOR  
INSURANCE REQUIREMENTS**

**Linn County  
STP-A-1187(765)--86-57**

**Effective Date  
January 22, 2014**

**THE 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, 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 6n.	
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.
  - i. Any providers of signs, barricades, lights, or other traffic control devices must show evidence of insurance.

## 6. ADDITIONAL INSURED

- 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 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.
- 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 of 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 6<sup>th</sup> 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.

- I. 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 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 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 three 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.

<b>ACORD</b> CERTIFICATE OF LIABILITY INSURANCE				(A)	DATE (MM/DD/YYYY)
<b>PRODUCER</b>  <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; text-align: center; line-height: 20px;">C</div> <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; text-align: center; line-height: 20px;">D</div> </div>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b>  <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; text-align: center; line-height: 20px;">D</div>		<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>	
INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:		_____ _____ _____ _____ _____		_____ _____ _____ _____ _____	
<b>COVERAGES</b>					
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
<b>INSR ADD'L TR INSRO</b>	<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE (MM/DD/YY)</b>	<b>POLICY EXPIRATION DATE (MM/DD/YY)</b>	<b>LIMITS</b>
(G)	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
(G)	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS</b>					
(E) The City of Cedar Rapids, Iowa, its officers and employees shall be named as additional insureds.					
(H) Project covered -- "Project Name" and Contract No. _____					
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>		
City of Cedar Rapids Public Works Department 1201 6 <sup>th</sup> Street SW Cedar Rapids, IA 52404			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN 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		
			(B)		

## SAMPLE FORM



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 REGISTERED WITH THIS DIVISION FOR THE LINES OF INSURANCE INDICATED BELOW

LICENSE NUMBER	DATE OF BIRTH	QUALIFICATIONS
XXXXXXXX	XXXXXXXX	XXXXXXXX

XXXXXXXX  
XXXXXXXX  
XXXXXXXX

ISSUED XXXX  
EXPIRES XXXX

  
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	14-PERSONAL LINES
3-AUTO	15-ALL LINES BUT VC
4-CROP	16-PERS LINES NO CROP
5-SURETY	17-COMMERCIAL LINES
6-A and H	18-CREDIT
7-LIFE	19-LEGAL EXPENSE
8-COUNTY	20-SURPLUS LINES
MUTUAL	21-PROPERTY
9-VARIABLE/LIFE	22-CASUALTY
VARIABLE	23-RECIPROCAL
ANNUITY	30-NONRESIDENT PROPERTY
11-ALL BUT LIFE/VC	31-NONRESIDENT CASUALTY

**SAMPLE FORM**



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  
Public Works Department  
1201 6<sup>th</sup> Street SW  
Cedar Rapids, IA 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.