



**SPECIAL PROVISIONS  
FOR  
INSURANCE REQUIREMENTS**

**Woodbury County  
STP-ES-7057(672)--81-97**

**Effective Date  
October 19, 2021**

**THE 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 in Article 1107.02, C, of the Standard Specifications, are modified as noted below:

- 1.1 **Contractor's Insurance** - The Contractor shall secure and maintain such insurance policies as will protect himself and his Subcontractors from claims for bodily injuries, death, or property damage which may arise from operations under this Contract, whether such operations be by himself or by a subcontractor or anyone employed by them directly or indirectly, unless authorized by the City in writing. Policies must be issued by companies rated "A" or better by "Best's Policyholders Ratings Guide." The following insurance policies are required:
- (1) Workers Compensation – A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages:
    - (a) Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
    - (b) Employer's Liability Insurance with the following limits:

Bodily injury by accident.....	\$500,000 each accident
Bodily injury by disease.....	\$500,000 each accident
Bodily injury by disease.....	\$500,000 policy limit
  - (2) Comprehensive General Liability
    - (a) Combined Single Limit..... \$1,000,000
    - (b) Aggregate..... \$2,000,000
    - (c) Personal and Advertising Injury Limit..... \$1,000,000
    - (d) Products Completed Operations Aggregate Limit..... \$2,000,000
    - (e) Fire Damage Limit (any one fire)..... \$50,000
    - (f) Medical Damage Limit (any one person)..... \$5,000

- (3) Automobile Public Liability and Property Damage -Combined Single Limit..... \$1,000,000
- (4) Primary and Non-Contributory Umbrella Liability..... \$3,000,000

1.2 **Insurance Inclusion** - The comprehensive general liability insurance shall include products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for 2 years after final payment.

1.3 **Contractual Liability** - The insurance required by Section 1.1 shall include contractual liability insurance coverage for the Contractor's obligations under Section 1.6.

1.4 **Certificates of Insurance** - Certificates of insurance acceptable to the City indicating insurance required by the contract is in force shall be filed with the City prior to approval of the contract by the City. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the City, through the Engineer. Except for the Workers Compensation, the City of Sioux City shall be named an additional insured on the Certificate of Insurance's General Liability, Automobile Liability, and Umbrella Liability, and shall be primary to and not in excess of or contributory with any other insurance available to the City.

1.5 **Property Insurance** - Unless otherwise provided, it shall be the responsibility of the Contractor to purchase and maintain property insurance ("builder's risk") for the entire work, until acceptance by the City, at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, and subcontractors in the work, and shall insure against the perils of fire, and extended coverage for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. If the City is damaged by failure of the Contractor to purchase or maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto. Risk of loss to the work product passes to the City upon its delivery, installation where required at the site, and acceptance by the City.

1.6 **Indemnification.**

(a) To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to all attorneys' fees, arising out of or resulting from the performance of the work provided that any such claim, damage, loss, or expense is: (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and; and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

(b) In any and all claims against the City, its elected officials, officers, agents, or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any subcontractor under workers' or

workmen's compensation acts, disability benefit acts, or other employee benefit acts.

- (c) The obligations of the Contractor under this paragraph shall not extend to the liability of the City, its elected officials, officers, agents or employees, or the Engineer, arising out of: (1) the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications; or (2) the giving of or the failure to give directions or instructions by the Engineer or his representatives provided such giving or failure to give is the primary cause of the injury or damage.