



**SPECIAL PROVISIONS
FOR
INSURANCE REQUIREMENTS**

**Polk County
EDP-PA26(002)--7Y-77**

**Effective Date
October 15, 2024**

THE STANDARD SPECIFICATIONS, SERIES 2023, 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:

231031.01 WORKERS COMPENSATION.

a.	State:	\$	Statutory
b.	Applicable Federal	\$	Statutory
c.	Employer's Liability		
	i.	\$	500,000
	ii.	\$	500,000
	iii.	\$	500,000

231031.02 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.		
i.	Umbrella Liability		See SP-231031.06g
i.	Excess Umbrella Liability		See SP-231031.07

231031.03 AUTMOTIVE LIABILITY.

a.	Bodily Injury:		
	i.	\$	1,000,000
	ii.	\$	1,000,000
b.	Property Damage:		
	i.	\$	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.

231031.04 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

231031.05 ADDITIONAL INSURANCE.

- a. Umbrella - See Article SP-231031.06g.
- b. Rider covering traffic control operations.
Any providers of signs, barricades, lights, or other traffic control devices must show evidence of insurance.

231031.06 ADDITIONAL INSURED.

- a. All Contractor's, subcontractors, and independent contractor's liability insurance policies and certificates of insurance shall specifically indicate, by name, the additional insureds, which are to include: the City of Des Moines, Iowa and its officers and employees (City) and the Des Moines Area Metropolitan Planning Organization and its officers and employees (MPO).
- b. Additional Insured Endorsement – Contractor shall purchase and maintain liability insurance, as described above, specifically naming the following (including the directors, officers, and employees of all of them) as additional insureds the City; MPO; Polk County, Iowa; Iowa Confluence Water Trails; Snyder & Associates, Inc.; and Principal Financial Group.
- c. General Aggregate Limits specified above shall apply separately to this Project by attachment of Additional Insured Endorsement, Governmental Immunities Endorsement, and Cancellation and Material Changes Endorsement, text as given below
 - i. The City, 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, as well as the MPO, are included as Additional Insureds with respect to liability arising out the Insured's work and/or services performed for the City or MPO. 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.
 - ii. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Des Moines, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Des Moines, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 - iii. 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.
 - iv. Assertion of Government Immunity. The City of Des Moines, 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 Des Moines, Iowa.

- v. 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 Des Moines, 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 Des Moines, Iowa.
- vi. No Other Change in Policy. The insurance carrier and the City of Des Moines, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.
- vii. 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 City of Des Moines Risk Management, 400 Robert D Ray Drive, Des Moines, IA 50309. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.
- d. 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 and MPO as additional insureds, under each subcontractors' policy of insurance and;
 - ii. that each subcontractors' policy of insurance naming City of Des Moines, Iowa and its officers and employees as additional insureds specifically includes the additional Insured Endorsement language as required by Article SP-231031.06b above.
- e. Contractor shall, prior to the start of any Work on the Project by Contractor or by any Subcontractor, submit to City of Des Moines, Iowa:
 - iii. a certificate of insurance for Contractor in compliance with the above Article SP-231031.06a and b.
 - iv. a certificate of insurance for each Subcontractor in compliance with Article SP-231031.06d.
- f. 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 or MPO.
- g. 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.

231031.07 UMBRELLA.

- a. An excess umbrella policy (pay on behalf form) with Limits of \$5,000,000 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 Des Moines, Iowa and its officers and employees, 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 Des Moines, Iowa and its officers and employees 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 City of Des Moines, Iowa written notice 30

calendar days prior to cancellation or alteration.

231031.08 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City and MPO against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the City or MPO by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of Contractor, except to the extent caused by or resulting from the negligent act or omission of the City, MPO or their respective employees, consultants, agents or others for whom they are respectively responsible.

Contractor's obligation to indemnify the City and MPO contained in this Contract is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

Neither the City or MPO shall be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's work or services, including that of its officers, agents, employees, subcontractors and others under the control of Contractor, except to the extent caused by or resulting from the negligent act or omission of the City, MPO or their respective employees, consultants, agents or others for whom they are respectively responsible.

Contractor expressly assumes responsibility for any and all damage caused to City property arising out of or in any way connected or associated with Contractor's work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of Contractor.

Contractor shall ensure that its activities on City property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

231031.09 MATERIALS.

The insurance requirements apply to all materials provided as part of the contract documents.

231031.010 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

The insurance requirements will not be measured and are incidental to mobilization.