



**SPECIAL PROVISIONS  
FOR  
INSURANCE REQUIREMENTS**

**Linn County  
STBG-SWAP-1187(828)—SG-57**

**Effective Date  
October 17, 2023**

**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 following Article 1107.02, C, 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 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 6n.
- b. Rider covering traffic control operations.  
Any providers of signs, barricades, lights, or other traffic control devices must show evidence of insurance.

6. 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 Cedar Rapids, Iowa and its officers and employees, the City of Marion, Iowa and its officers and employees, and Anderson-Bogert Engineers & Surveyors, Inc. 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 City of Marion, Iowa and their officers and employees.
- 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 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.
  - ii. The City of Marion, 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 Marion, 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.
  - iii. 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 or the City of Marion, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to either city under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
  - iv. 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.
- v. Assertion of Government Immunity. The City of Cedar Rapids, Iowa and the City of Marion, 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 or the City of Marion, Iowa.
  - vi. 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 or the City of Marion, 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 or by the City of Marion, Iowa.
  - vii. No Other Change in Policy. The insurance carrier and the City of Cedar Rapids, Iowa and the City of Marion, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.
  - viii. 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 Cedar Rapids Public Works Department, attention: Construction Engineering Manager, 500 15<sup>th</sup> Avenue 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 the City of Marion, Iowa as additional insured, under each subcontractors' policy of insurance and;
    - ii. that each subcontractors' policy of insurance naming City of Cedar Rapids, Iowa, and the City of Marion, Iowa as additional insured 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.b. through 6.c.
    - 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 or the City of Marion, Iowa, as well as other persons and entities so identified.
  - m. As an alternative to complying with items 6.b. through 6.c. above, Contractor may furnish to City of Cedar Rapids, Iowa an Owners' and Contractors' Protective (OCP) policy with the cities named as additional insured. 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, City of Marion, 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, nor the City of Marion Iowa do 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 Cedar Rapids, Iowa and the City of Marion, Iowa, written notice 30 calendar days prior to cancellation, or alteration.