

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub-Subcontractors**

INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Vehicular Snow Removal	Tank Coating
Fertilizer Application	Painting & Wall Covering	Tree Removal
Geotech Boring	Pest Control	Tree Trimming
Insulation	Scaffolding	Tuckpointing
Finish Carpentry	Sidewalks	Waterproofing
	Plastering	Well Drilling

Class C:

Carpet Cleaning	General Cleaning	Power Washing
Carpet & Resilient Flooring	Grass Cutting	Tile & Terrazzo Flooring
Caulking & Sealants	Janitorial	Window Washing
Acoustical Ceiling	Non Vehicular Snow & Ice Removal	
Filter Cleaning	Office Furnishings	

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INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

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INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers.
Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

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Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ___ Yes ___ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead,

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asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability- Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ____ Yes ____ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

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Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer 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 it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, 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 insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, 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 Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)