

City of Dubuque Insurance Requirements for Professional Services

Insurance Schedule C

1. _____ shall furnish a signed Certificate of Insurance to the City of Dubuque, Iowa 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. Providers 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. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project #_____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Dubuque.
4. Failure to provide minimum coverage 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 agreement.
5. Consultants shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Consultants agree that it shall be liable for the failure of a subconsultants and sub-subconsultants to obtain and maintain such coverages. The City may request a copy of such certificates from the Consultants.
6. All required endorsements to various policies shall be attached to Certificate of insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If provider's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Whenever an ISO form is referenced the current edition of the form must be used.

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Insurance Schedule C (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

| | |
|---|-------------|
| General Aggregate Limit | \$2,000,000 |
| Products-Completed Operations Aggregate Limit | \$1,000,000 |
| 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 |

- a) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG0001 or business owners form BP0002. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) 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.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:
The City of Dubuque, 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. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY

\$1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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 an endorsement providing a waiver of subrogation to the City of Dubuque. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY

\$1,000,000

Umbrella liability coverage must be at least following form with the underlying policies included herein.

E) PROFESSIONAL LIABILITY

\$1,000,000

- a) Provide evidence of coverage for 5 years after completion of project.

F) CYBER LIABILITY

\$1,000,000

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

Yes _____ No _____

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Preservation of Governmental Immunities Endorsement

1. **Nonwaiver of Governmental Immunity.** The insurance carrier 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 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 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 insurance carrier.
4. **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 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