

ATTACHMENT A
Polk County, Iowa
INSURANCE REQUIREMENTS

GENERAL INSURANCE REQUIREMENTS

In order to protect both the Contractor and Polk County, Contractor shall purchase and maintain insurance throughout the term of the Agreement. This insurance shall be provided by an insurance company authorized to do business in the state of Iowa as a domestic, foreign, or surplus lines carrier, and assigned an A.M. Best Financial Strength Rating of "A-" or better.

A Certificate of Insurance evidencing the required coverage shall be submitted to Polk County for approval before any work begins. It shall be the responsibility of the Contractor to maintain the required insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure to maintain the required insurance shall be treated as a breach of contract and shall be considered sufficient and just cause to suspend work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Contractor shall provide Polk County, Iowa with thirty (30) days advanced written notice before any policy shown on the certificate of insurance is materially changed, cancelled, or non-renewed.

These insurance requirements apply with equal force, regardless of whether the work is performed by employees of the Contractor, by a subcontractor, or by an independent contractor. Coverages and limits below shall be minimum coverage requirements and in no way limits the liability of the contractor, vendor, or service provider.

MINIMUM INSURANCE REQUIREMENTS

1. Workers' Compensation and Employers' Liability:

- Worker's Compensation: Statutory limits
- Employer's Liability Limits: \$500,000/ \$500,000/ \$500,000

Waiver of Subrogation: Contractor's Workers' Compensation policy must be endorsed to add a Waiver of Subrogation in favor of Polk County, Iowa.

2. Commercial General Liability:

- Each Occurrence Limit \$ 1,000,000
- Personal & Advertising Injury Limit \$ 1,000,000
- Products & Completed Operations Limit \$ 1,000,000
- General Aggregate Limit \$ 2,000,000
- Medical Expense Limit \$ 5,000

General Liability coverage shall be no less comprehensive than the coverage provided by a standard Commercial General Liability policy using CG0001. As such, the policy shall include contractual liability, premises and operations, completed operations, and XCU coverage. The policy shall be written on an "occurrence" basis, not "claims-made".

Additional Insured: "Polk County, Iowa, its elected and appointed officials, employees, agents, their successors and assigns" shall be named as an additional insured.

In order to preserve the governmental immunities available to Polk County, Contractor's General Liability policy shall contain a Non-Waiver of Governmental Immunities endorsement containing the following language:

Non-Waiver of Governmental Immunity:

We, the insurance carrier and insured, expressly agree and state that the purchase of this policy and the naming of Polk County, Iowa as an additional insured does not waive any of the defenses of governmental immunity available to Polk County pursuant to Section 670.4 of the Iowa Code, as it now exists and as it may be amended from time to time.

We, the insurance carrier and insured, further agree that this policy 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.

We, the insurance carrier and insured, shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to Polk County, Iowa for reasons of governmental immunity unless and until a court competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by Polk County.

3. Automobile Liability:

- Combined Single Limit: \$1,000,000

This insurance shall cover all vehicles used by Contractor whether they are owned, non-owned, or hired. Waiver of subrogation applies in favor of Polk County, Iowa.

4. Excess Liability/ Umbrella:

Excess/Umbrella coverage should extend over the underlying General Liability, Auto Liability, and Employers' Liability coverage.

The type of work or service being provided under this agreement will determine the required Excess Liability/ Umbrella limit. The line item checked below indicates the required limit:

_____ \$1,000,000

_____ \$2,000,000

_____ \$5,000,000

The total required limits may be achieved by any combination of underlying and Excess coverage.

ADDITIONAL INSURANCE REQUIREMENTS

If the product or service to be provided presents additional exposures not contemplated by the minimum insurance requirements listed above, the following additional insurance coverages may be required. A checked line item indicates Contractor must provide the additional coverage.

_____ Professional Liability (Errors & Omissions):

_____ \$1,000,000 limit

_____ \$2,000,000 limit

Required when professional services are rendered. If coverage is written on a "claims-made" basis, coverage must remain in force for at least three years after project is complete.

_____ Performance Bond: Limit = 100% of the total contract amount.

Required for various construction projects.

_____ Builder's Risk: Limit = 100% of the replacement cost of proposed construction.

Required for various construction projects.

_____ Cyber Liability: \$1,000,000 limit

Required for Contractors accessing or interfacing with Polk County's IT system.

_____ Liquor Liability: \$1,000,000 limit.

Required if Contractor will be serving alcohol.

MISCELLANEOUS

1. **Cost of Insurance.** The cost of providing any required insurance coverage is the responsibility of the Contractor. Polk County shall make no direct payments to the Contractor for any costs associated with the purchase of any insurance coverage.
2. **Personal Liability of Public Officials.** In carrying out any of the provisions of the contract Agreement, or in exercising any power or authority granted to any agent or representative of Polk County thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, in either their personal capacity or in their official capacity as an official of Polk County. Said agents or representatives shall only be understood and considered to act in such matters as the agent and representative of the contracting authority and governmental entity and political subdivision of the State of Iowa, Polk County, Iowa.
3. **Non-Waiver of Legal Rights.** Polk County, Iowa shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the Terms of the contract Agreement.

Polk County, Iowa shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the Terms of the contract Agreement. Neither the acceptance by Polk County, Iowa, nor any agent or representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by Polk County, Iowa shall operate as a waiver of any portion of the contract Agreement, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract Agreement shall not be held to be a waiver of any other subsequent breach.

4. **Waiver of Subrogation.** The Contractor hereby releases Polk County, Iowa, its elected and appointed officials, directors, employees, volunteers, agents and assigns from and against any and all liability or responsibility to Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss without regard to the fault of Polk County or the type of loss involved, including loss due to occupational injury.

5. **OSHA Compliance.** The Contractor is required to and shall be in compliance with all OSHA safety guidelines and regulations at all times during the term and duration of this agreement.
6. **Certificates of Insurance.** The Contractor shall provide Polk County with a Certificate of Insurance evidencing the required insurance coverage herein, utilizing the current ACORD form. The Certificate shall be submitted with each set of contract documents.

Contract documents shall not be submitted to the Board of Supervisors for approval or execution until the Certificate of Insurance has been received, reviewed, and approved by Polk County staff. Please note:

- Certificate should be sent to: Polk County, Iowa
Attention: Risk Management
111 Court Avenue, Suite 372
Des Moines, IA 50309
- The project name and work order number should be clearly noted in the “description” section of the Certificate.
- A copy of the Non-Waiver of Governmental Immunities endorsement should be attached to the Certificate.
- A properly completed sample certificate is provided for reference, showing the minimum insurance requirements with attached Non-Waiver of Governmental Immunities endorsement. Your specific insurance requirements may vary as outlined in this document.
- See attached “Sample”



SAMPLE CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 987 Pine Lane Anytown, IA IA 50309	CONTACT NAME: Joe Agent PHONE (A/C, No, Ext): (xxx)XXX-XXXX E-MAIL: joe_agent@abcagency.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: XYZ Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 12345
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	Policy #	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	Policy #	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Policy #	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A	Y	Policy #	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Falcon, Work Order #12345

CERTIFICATE HOLDER**CANCELLATION**

Polk County, Iowa
111 Court Ave
Des Moines, IA 50309

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Must be signed

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SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Governmental Jurisdiction(s):

Polk County, Iowa, its elected and appointed officials, employees, agents, their predecessors, successors, and assigns

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Nonwaiver of Governmental Immunity

We expressly agree and state that the purchase of this policy and including the governmental jurisdiction(s) shown in the schedule as an additional insured does not waive any of the defenses of governmental immunity available to the jurisdiction(s) under Code of Iowa Section 670.4 as it now exists and it may be amended from time to time.

Claims Coverage

We further agree that this policy 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.

Assertion of Government Immunity

The governmental jurisdiction(s) shown in the schedule 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 us. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the governmental jurisdiction(s) shown in the schedule.

Non-Denial of Coverage

We shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the governmental jurisdiction(s) shown in the schedule under this policy for reasons of governmental immunity unless and until a court competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the governmental jurisdiction(s) shown in the schedule.

No Other Change in Policy

We and the governmental jurisdiction(s) shown in the schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

