

CITY OF DYERSVILLE INSURANCE SCHEDULE POLICY

These procedures enforce the Insurance Schedule Policy for the City of Dyersville and apply to all City departments. The goal of the policy is to ensure that every contract, lease, license, permit, or agreement the City of Dyersville enters into is supported by verified, current insurance before work begins or a document is signed. Department Heads are responsible for ensuring compliance within their departments, and the City Administrator has the final approval authority for all certificates of insurance.

Section 1 — Purpose and Scope

The Insurance Schedule Policy establishes the minimum insurance requirements for all parties doing business with the City of Dyersville. These procedures translate that policy into day-to-day steps that Department Heads, the City Clerk, and the City Administrator can follow consistently. The goal is simple: no work begins, no permit issues, and no lease commences until the correct certificate of insurance is received, reviewed, and approved.

Section 2 — Definitions

Certificate of Insurance (COI): An ACORD form, approved by the Iowa Department of Insurance, that evidences coverage and lists the required endorsements.

Additional Insured: A party, in this case the City of Dyersville and all its elected and appointed officials, employees, volunteers, boards, commissions and/or authorities, added to another party's policy so that the City is protected under that policy.

Waiver of Subrogation: An endorsement preventing the insurer from pursuing a third party (including the City) for damages after the insurer pays a claim.

Primary and Non-Contributory: An endorsement requiring the contractor's policy to pay first, before any City policy contributes.

Claims-Made vs. Occurrence: Occurrence-form policies cover claims arising from incidents during the policy period, regardless of when filed. Claims-made policies only cover claims filed while the policy is active. Professional liability and pollution liability are often claims-made; general liability should always be occurrence form.

Section 3 — Schedule Selection Guide

The City Administrator and/or Department Heads must identify the correct schedule before executing any agreement. Use the table on the following page to select the appropriate schedule.

Schedule	Use When...	Examples
A	Leasing City property or granting right-of-way license/permit	Cell tower lease, encroachment permit, utility easement
B	Residential tenant in City-owned property	Residential lease of City-owned home or unit
C	Residential right-of-way license	Homeowner placing driveway culvert or fence in right-of-way
D	Farm tenant on City-owned agricultural land	Agricultural lease of City farmland
E	Special event permit on City property or right-of-way	Parade, festival, fundraiser, 5K run
F	General, artisan, or trade contractor (construction/maintenance)	Water main replacement, HVAC install, electrical work, lawn care
G	Vendor, supplier, or service provider	Software vendor, janitorial service, uniform supply
H	Lead hazard abatement contractor hired by the City	Lead paint removal in City-owned building
I	Citizen-owned rehab project (contractor hired by property owner)	CDBG-funded home rehabilitation contractor
J	Professional services	Engineering, legal, architectural, consulting services
K	Technology professional liability	IT systems, software development, network services
L	Management services for City facilities	Arena management, park concession management
M	Truck haulers and truck snow plowing	Aggregate haul, debris removal, contract snow plowing
N	Pollution haulers	Sewage hauler, fuel delivery, chemical transport
O	Vehicles for hire operating in the City	Taxi, pedicab, shuttle, transportation network
P	Towing services under City contract	Police tow rotation contract
Q	Marina operators on City property	Boat slip operation, waterfront concession
R	Individual slip rental for pleasure craft	Private boat slip renter at City marina
S	Commercial vessel docking	Excursion boat, commercial barge docking
U	Builder's Risk (new construction projects)	New City building, major addition; purchased by City

Note: No Schedule T exists. The series moves directly from S to U.

Section 4 — Department Head Responsibilities

Before initiating any contract, permit, lease, or agreement, the Department Head must do the following:

1. Identify the correct schedule using the table in Section 3.
2. Fill in all blanks and check all applicable boxes in the selected schedule template.
3. Transmit the completed schedule to the contractor or other party with the draft agreement, advising them that the certificate is due before the document can be approved or work can begin.
4. Receive the submitted certificate and all endorsements, then forward the complete package to the City Administrator for review and approval.
5. Do not authorize work to begin, issue a permit, or execute an agreement until written confirmation of approval is received from the City Administrator.
6. Set a calendar reminder for the expiration date of any certificate that covers an ongoing contract or lease of more than one year, and initiate renewal at least 30 days before expiration.

Section 5 — Certificate of Insurance Review Checklist

The City Administrator or a designee shall review each submitted certificate against the following checklist before granting approval. All items must be satisfied.

1. The ACORD form is the most current edition approved by the Iowa Department of Insurance.
2. All insurers carry an A.M. Best rating of A or better and are authorized to do business in Iowa.
3. The Description of Operations field identifies the specific project, lease, permit number, or agreement date.
4. The coverage types and minimum limits match the applicable schedule.
5. The City of Dyersville, including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities, is named as an Additional Insured (ongoing operations, and completed operations where required).
6. The Preservation of Governmental Immunities Endorsement is attached.
7. The coverage is written on an occurrence form (for general liability).
8. The Waiver of Right to Recover from Others (Waiver of Subrogation) endorsement is included.
9. The Primary and Non-Contributory endorsement is included.
10. The cancellation notice requirement is met: 30 days for cancellation/non-renewal and 10 days for non-payment of premium, addressed to: City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.
11. The agent's name, phone number, and email address are included on the certificate.
12. For claims-made professional liability: the retroactive date is on or before the agreement date, and tail coverage obligations are noted.
13. Pollution liability, umbrella/excess, and other optional coverages are verified as required or not required for the specific project.
14. The policy period covers the full term of the project or agreement (or annual renewal procedures are in place).

Section 6 — Approval and Record-Keeping Workflow

Once the Department Head forwards a certificate package, the following workflow applies:

1. The City Administrator or designee reviews the package against the checklist in Section 5 within five (5) business days of receipt.
2. If the certificate is compliant, the City Administrator provides written confirmation (email is acceptable) to the Department Head that the certificate is approved, and the agreement may proceed.
3. If the certificate is deficient, the City Administrator notifies the Department Head in writing, specifying each deficiency. The Department Head must request a corrected certificate from the contractor within five (5) business days. Work shall not begin until deficiencies are cured.
4. Approved certificates shall be retained in the City's records management system. The City Clerk shall maintain a master log of all active certificates, including the contractor/party name, the schedule used, the coverage effective date, and the expiration date.
5. Certificates shall be retained for the greater of: (a) the term of the agreement plus three years, or (b) as required by Iowa law and applicable records retention schedules.

Section 7 — Vendor Setup in Tyler ERP

Before issuing a purchase order or payment to any new vendor requiring a certificate of insurance, the Department Head must confirm with the City Clerk that an approved certificate is on file. The City Clerk shall note the certificate expiration date in the record management system. No payment shall be authorized to a vendor whose required certificate has lapsed unless a current renewal is obtained.

Section 8 — Annual Renewal Procedures

For agreements, leases, or permits lasting more than one year, insurance certificates must be renewed annually. The City Clerk shall monitor the master certificate log and provide the Department Head responsible with written notice no later than sixty (60) days before any certificate expiration. The City Clerk and/or the Department Head shall contact the contractor or party and request a renewed certificate before the expiration date. If a renewed certificate is not received before expiration, the City Clerk and/or the Department Head shall notify the City Administrator, who may suspend performance of work or revoke the permit until coverage is restored.

Section 9 — Non-Compliance

Failure to maintain required insurance is a material breach of the underlying agreement, lease, or permit under each of the City's insurance schedules. If a party's coverage lapses or is cancelled, the City Administrator shall:

1. Issue a written cure notice to the party, allowing a reasonable cure period not to exceed ten (10) business days.
2. During the cure period, direct the Department Head to suspend all work, access, or activity under the agreement until coverage is restored.
3. If coverage is not restored within the cure period, notify the City Council and consult with the City Attorney regarding contract termination or other remedies.
4. Document all actions in writing and retain records per Section 6.

Section 10 — Schedule Modifications

Certain contracts may present unique risks that require modifications to the standard schedules. The City Administrator shall review and approve any modification to a schedule's minimum limits

or required endorsements before the modified schedule is issued to a contractor. Modifications shall be documented in the contract file.

Section 11 — Builder's Risk (Schedule U)

For new public improvement projects, the City — not the contractor — purchases Builder's Risk insurance. The City Administrator is responsible for notifying the City's insurance agent in advance of any construction project to evaluate the need and obtain coverage. The City Administrator shall determine the completed insurable value and appropriate deductible. The contract documents must state that the contractor is responsible for any deductible amount. The City Administrator must be notified when a project is substantially complete and ready for occupancy so that the Builder's Risk policy can be converted to permanent property coverage.

Section 12 — Contact and Questions

Questions about schedule selection, certificate review, or insurance requirements should be directed to the City Administrator. Questions involving legal interpretation of coverage or contract terms should be directed to legal counsel.

CITY ADMINISTRATOR

340 1st Avenue East
Dyersville, Iowa 52040
563-875-7724

INSURANCE SCHEDULE A

Requirements for Lessees of City Property and Right-of-Way Licensees or Permittees

1. Lessee shall furnish a signed certificate of insurance to the City of Dyersville, Iowa, for the coverage required in Exhibit A prior to the commencement of the lease, license, or permit. All lessees of City property and right-of-way licensees or permittees shall submit an updated certificate annually. 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 the Description of Operations section explaining why the certificate was issued. Lease Agreement dated _____.
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 shall be furnished to the City of Dyersville, City Clerk's Office.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dyersville.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced, the current edition of the form must be used unless an equivalent form is approved by the City Administrator. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessees, licensees, or permittees' limits of liability are higher than the required minimum limits, then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all 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. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dyersville may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, licensee & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include the agent's name, phone number, and email address.

12. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in risk or other special circumstances during the term of the agreement, subject to the written mutual agreement attached hereto.

**INSURANCE SCHEDULE A
EXHIBIT A**

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

1. Coverage shall be written on an occurrence, not claims-made, form. The general liability coverage shall be written in accordance with the ISO form CG 00 01 or the business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, 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."
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 Dyersville, 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 20 10 (Ongoing operations) or its equivalent.
6. Policy shall include Waiver of Right to Recover from Others Endorsement.
7. 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 Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

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.

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

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee 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. The completed form must be attached.

C) POLLUTION LIABILITY

Coverage required: Yes No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for the abatement of hazardous or contaminated materials, including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution products and completed 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 Dyersville, 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 2010 (Ongoing operations) or its equivalent and CG 2037 (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.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

Yes No

Amount \$ _____

Include the City of Dyersville as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY: UMBRELLA/EXCESS \$1,000,000

Yes No

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.

F) FLOOD INSURANCE

___ Yes ___ No

If Required Coverage \$_____

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE B

Insurance Requirements for Residential Tenants

1. _____ shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to lease commencement. Tenant shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the City Administrator. Each certificate shall include a statement under Description of Operations explaining why it was issued. E.g.: Lease of premises at _____.
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 shall be furnished to the City of Dyersville City Clerk's Office.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract/lease.
5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. Whenever a specific ISO form is listed, the current edition of the form must be used unless an equivalent form is approved by the City Administrator and subject to the tenant identifying and listing in writing all deviations and exclusions that differ from the ISO form.
7. The tenant shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A.
8. If the tenant's limits of liability are higher than the required minimum limits, then the tenant's limits shall be the lease required limits.
9. The tenant shall be responsible for deductibles and self-insured retention.
10. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
11. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

**INSURANCE SCHEDULE B
EXHIBIT A**

PERSONAL LIABILITY:

\$500,000

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE C

Insurance Requirements for Residential Right-of-Way Licensee

1. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa. All insurers shall have a rating of A or better in the current A.M. Best Rating Guide. Each certificate shall include a statement under Description of Operations as to why issued.
E.g.: Licensee #_____
2. Each certificate shall be furnished to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.
3. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
4. Licensee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the Licensee's limits of liability are higher than the required minimum limits, then the Licensee's limits shall be the limits required by this license.
5. Lessee shall be responsible for deductibles and self-insured retention.
6. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
7. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

**INSURANCE SCHEDULE C
Exhibit A**

A) PERSONAL LIABILITY:

Personal Liability Limit: \$500,000

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE D

Insurance Requirements for Farm Tenant

1. _____ shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to contract or lease commencement. Tenant shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the City Administrator. Each certificate shall include a statement under Description of Operations as to why issued.
E.g.: Lease of premises at _____.
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 shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract/lease.
5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. Whenever a specific ISO form is listed, the current edition of the form must be used unless an equivalent form is approved by the City Administrator, and subject to the tenant identifying and listing in writing all deviations and exclusions that differ from the ISO form.
7. The tenant shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A.
8. If the tenant's limits of liability are higher than the required minimum limits, then the tenant's limits shall be the lease required limits.
9. Tenant shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville 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 Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

**INSURANCE SCHEDULE D
EXHIBIT A**

A) DWELLING, OTHER BUILDINGS: Value: \$_____

1. Include the City of Dyersville as Lender Loss Payable.
2. Written on replacement cost basis.

B) FARM LIABILITY:

Farm Liability Per Occurrence \$1,000,000

C) WORKERS COMPENSATION

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.

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

OR

If, by Iowa Code Section 85.1A, the Tenant is not required to purchase Workers' Compensation Insurance, the Tenant 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. The completed form must be attached.

D) POLLUTION LIABILITY

Coverage required: Yes No

Pollution Liability Coverage: \$1,000,000

1. Include additional insured endorsement for: The City of Dyersville, 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.
2. Pollution Liability shall include chemical application, storage, transportation, and environmental damage clean-up.

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE E
Insurance Requirements for Special Event Permits

1. _____ shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to effective date of permit. 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 explaining why it was issued.
E.g.: Project # _____
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 shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this Agreement.
5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. Whenever a specific ISO form is listed, an equivalent form may be substituted with the approval of the City Administrator and subject to the permittee identifying and listing in writing all deviations and exclusions that differ from the ISO form.
7. The permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the permittee's limits of liability exceed the required minimum limits, the permittee's limits shall be the required limits under this Agreement.
8. Whenever an ISO form is referenced, the current edition of the form must be used.
9. Permittees shall be responsible for deductibles and self-insured retention for deductibles/self-insured retention, for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville 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 Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE E
Exhibit A

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

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 endorsement indicating that coverage is primary and non-contributory.
3. Include additional insured endorsement for: The City of Dyersville, 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.
4. Include Preservation of Governmental Immunities Endorsement. (See attached)
5. 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 Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) AUTOMOBILE LIABILITY

Combined Single Limit: \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If permittees do 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.

C) LIQUOR LIABILITY: **\$1,000,000**

(only if alcoholic beverages are served) ___ Yes ___ No

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.
- 3. Assertion of Government Immunity.** The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE F

Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub-Subcontractors

Class A:

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

Class B:

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

Class C:

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

1. Contractor shall furnish a signed certificate of insurance to the City of Dyersville, Iowa, for the coverage required in Exhibit A 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 City Administrator. Each certificate shall include a statement under Description of Operations explaining why it was issued.
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 shall be furnished to the City of Dyersville City Clerk's Office.
4. Failure to provide the coverage described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. 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 of Dyersville 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. The contractor shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the contractor's limits of liability exceed the required minimum limit, the contractor's limits shall be the required limits of this agreement.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville 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 Dyersville 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.

**INSURANCE SCHEDULE F
EXHIBIT A**

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 Dyersville, 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 Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.
9. Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dyersville. Any drone usage must comply with the above liability limits, and the additional insured endorsement must name the City of Dyersville 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.

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. The 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 the project involves any pollution exposure for hazardous or contaminated materials, including, but not limited to, the removal of lead, asbestos, or PCBs. Pollution products 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 Dyersville, 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 the project.
5. Include endorsement indicating that coverage is primary and non-contributory.
6. Policy shall include waiver of the 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 City'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.

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.
- 3. Assertion of Government Immunity.** The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE G

Insurance Requirements for Vendors (Suppliers, Service Providers)

1. Vendor shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to the contract commencement. 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 the Description of Operations section explaining why the certificate was issued. Vendor Service Agreement dated _____.
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 shall be furnished to City of Dyersville, City Clerk's Office.
4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dyersville.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced, the current edition of the form must be used unless an equivalent form is approved by the City Administrator. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If the vendor's limits of liability are higher than the required minimum limits, then the vendor's limits shall be this agreement's required limits.
9. Vendor 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. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dyersville may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include the agent's name, phone number, and email address.
12. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dyersville reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE G EXHIBIT A

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

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.
2. Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
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 Dyersville, 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 20 10 (Ongoing operations) or its equivalent.
6. Policy shall include Waiver of Right to Recover from Others endorsement.
7. 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 Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

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.

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

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor 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) POLLUTION LIABILITY

Coverage required: Yes No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials, including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed 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 Dyersville, 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 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations).
3. Include Preservation of Governmental Immunities Endorsement.
4. Provide evidence of coverage for 5 years after completion of the project.
5. Include endorsement indicating that coverage is primary and non-contributory.
6. Policy shall include waiver of the right to recovery from others' endorsement.

D) PROFESSIONAL LIABILITY

\$1,000,000

Coverage required: Yes No

If the required policy provides claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the agreement.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

E) CYBER LIABILITY/BREACH

\$1,000,000

Coverage required: Yes No

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

F) UMBRELLA/EXCESS

\$1,000,000

Coverage required: Yes No

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, including but not limited to Waiver Subrogation and Primary and Noncontributory in favor of the City of Dyersville.

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE H

Insurance Requirements for Lead Hazard Contractors Hired by the City

1. Contractor shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A 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 City Administrator. Each certificate shall include a statement under Description of Operations explaining why it was issued.
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 shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. 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 of Dyersville 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/limits, or greater if required by law or other legal agreement, in Exhibit A. 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 costs associated with the insurance policies required below.
10. All certificates of insurance must include agent's name, phone number and email address.

11. The City of Dyersville 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 Dyersville 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.

INSURANCE SCHEDULE H EXHIBIT A

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. Written in accord with ISO form CG 00 01 or BP 00 02.
2. Include ISO endorsement form CG 25 03 "Designated Construction Project(s) General Aggregate Limit".
3. Include endorsement indicating that coverage is primary and non-contributory.
4. Include additional insured endorsement for the City of Dyersville, including all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities. Using ISO form CG 20 10 (Ongoing operations).
5. All contractors shall include the City of Dyersville as additional insured for completed operations under ISO form CG 20 37 during the project term and for a period of two years after completion.
6. Contractor shall name the homeowner as an additional insured to both CG 20 10 & CG 20 37.
7. Contractor shall include the Preservation of Governmental Immunities endorsement. (See attached.)
8. Contractor shall provide a Waiver of Right to Recover from Others endorsement.
9. Policy shall include cancellation and material change endorsement: thirty (30) days advance notice and ten (10) days for non-payment of premium to: City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) AUTOMOBILE LIABILITY

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

Coverage shall include all owned, non-owned, and hired vehicles.

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

C) WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

D) UMBRELLA/EXCESS LIABILITY

\$1,000,000

The General Liability, Automobile Liability and Workers' Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance.

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE I

Insurance Requirements for Citizen Owned Rehabilitation Projects

1. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa. All insurers shall have a rating of A or better in the current A.M. Best Rating Guide.

2. (Check one below)

____ Property Owner Hiring General Contractor. Contractor shall furnish a signed Certificate of Insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to commencing work. All required endorsements shall be attached.

OR

____ Property Owner Will Perform The Work. Owner shall furnish a signed certificate of insurance of personal liability with minimum limits of \$500,000.

3. Each certificate shall be submitted to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain insurance for the coverages described in this Insurance Schedule.
6. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit A.
7. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums.
8. All certificates of insurance must include the agent's name, phone number, and email address.
9. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies at any time.
10. The City of Dyersville reserves the right to modify these requirements based on changes in the risk or other special circumstances during the term of the agreement.

**INSURANCE SCHEDULE I
EXHIBIT A**

CONTRACTOR ONLY

A) COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM ONLY)

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

1. Include ISO endorsement form CG 25 03 "Designated Construction Project(s) General Aggregate Limit".
2. Policy shall be endorsed to provide coverage on a primary and non-contributing basis.
3. Include additional insured status for the Owner with a copy of the endorsement for ongoing and completed operations.
4. Policy shall include cancellation and material change endorsement: thirty (30) days' advance notice to City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) AUTOMOBILE (COMBINED SINGLE LIMIT) \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles.

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

C) WORKERS' COMPENSATION

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

D) UMBRELLA/EXCESS LIABILITY

Umbrella/Excess Liability Limit:	\$1,000,000
Excavators	\$3,000,000

E) POLLUTION LIABILITY

Coverage required: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Each Occurrence:	\$1,000,000
Policy Aggregate	\$1,000,000

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE J

Insurance Requirements for Professional Services

1. Contractor shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A 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 City Administrator. Each certificate shall include a statement under Description of Operations explaining why it was issued.
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 shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. 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 of Dyersville 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/limits, or greater if required by law or other legal agreement, in Exhibit A. If the contractor's limits of liability exceed the required minimum limit, the contractor's limits shall be the required limits of this agreement.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville 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 Dyersville 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.

**INSURANCE SCHEDULE J
EXHIBIT A**

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

1. Coverage shall be written on an occurrence, not claims-made, form.
2. Include endorsement indicating that coverage is primary and non-contributory.
3. Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4. Include additional insured endorsement for: The City of Dyersville, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities. Use ISO form CG 20 26.
5. Policy shall include Waiver of Right to Recover from Others endorsement.
6. Policy shall include cancellation endorsement: thirty (30) days' advance notice to City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) AUTOMOBILE LIABILITY

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

C) WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

D) UMBRELLA/EXCESS LIABILITY **\$1,000,000**

E) PROFESSIONAL LIABILITY **\$2,000,000**

If claims-made coverage: Retroactive Date must be shown and must be before the date of agreement. Insurance must be maintained for at least five (5) years after completion.

F) CYBER LIABILITY/BREACH **\$1,000,000**

Yes No

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

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE K

Insurance Requirements for Technology Professional Liability

1. Provider shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A 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 approved by the City Administrator. Each certificate shall include a statement under Description of Operations as to why issued.
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 shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Provider 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. Provider agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City of Dyersville may request a copy of such certificates from the Provider.
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. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the provider's limits of liability exceed the required minimum limit, the provider's limits shall be the required limits under this agreement.
9. Provider shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville 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 Dyersville 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.

**INSURANCE SCHEDULE K
EXHIBIT A**

A) TECHNOLOGY PROFESSIONAL LIABILITY

\$5,000,000

Yes No

Coverage to include:

1. Errors and omissions, lost data, restoration, and damages arising from incidents resulting from a failure of computer security to prevent a security breach.
2. Libel, slander, defamation, product disparagement, false arrest, invasion of privacy, plagiarism, piracy, misappropriation of name or idea, trespass, infringement of copyright, trademark, trade name, trade dress, logo, service mark, or service name.
3. The unauthorized taking, use, or unintentional disclosure of Personally Identifiable Information or a confidential and proprietary business trade secret.
4. The unintentional failure to timely disclose an unauthorized taking, use, or disclosure of Personally Identifiable Information in violation of any Breach Notification law.
5. The unintentional violation of the named insured's privacy policy that directly results in a violation of any privacy law.

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

B) CYBER LIABILITY / DATA BREACH

\$1,000,000

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

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE L

Insurance Requirements for Management Services

1. Contractor shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A 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 City Administrator. Each certificate shall include a statement under Description of Operations as to why issued.
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 shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. 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/limits, or greater if required by law or other legal agreement, in Exhibit A. If the contractor's limits of liability exceed the required minimum limit, the contractor's limits shall be the required limits of this agreement.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville 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 Dyersville 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.

INSURANCE SCHEDULE L (continued)
EXHIBIT A

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

1. Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 as appropriate.
2. Include endorsement indicating that coverage is primary and non-contributory.
3. Include Preservation of Governmental Immunities endorsement.
4. Include additional insured endorsement for: The City of Dyersville, including all elected and appointed officials, employees, volunteers, boards, and commissions. Use ISO form CG 20 26.
5. Include Waiver of Right to Recover from Others endorsement.
6. Policy shall include thirty (30) days advance cancellation notice to City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) AUTOMOBILE LIABILITY

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

C) WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

D) UMBRELLA/EXCESS LIABILITY

Yes No Amount \$ _____

E) CONCESSIONAIRE BOND

Yes No Amount \$ _____

F) LIQUOR LIABILITY

\$2,000,000

(only if alcoholic beverages served)

Yes No

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE M

Insurance Requirements for Truck Haulers/Truck Snow Plowing

1. Trucker shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Truckers 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 City Administrator. Each certificate shall include a statement under Description of Operations explaining why it was issued.
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 shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Trucker 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. Trucker 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 Trucker.
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. Trucker shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the trucker's limits of liability exceed the required minimum limit, the trucker's limits shall be the required limits under this agreement.
9. Trucker shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville 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 Dyersville 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.

INSURANCE SCHEDULE M EXHIBIT A

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. Include ISO endorsement form CG 25 03 "Designated Construction Project(s) General Aggregate Limit".
2. Include endorsement indicating that coverage is primary and non-contributory.
3. Include Preservation of Governmental Immunities Endorsement.
4. Include an additional insured endorsement for the City of Dyersville, including all elected and appointed officials, employees, volunteers, boards, and commissions. Use ISO form CG 20 26.
5. Policy shall include Waiver of Right to Recover from Others endorsement.
6. Policy shall include a thirty (30) day advance cancellation notice to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.
7. Include ISO endorsement form CG 2292 if work involves snow or ice removal activities.

B) AUTOMOBILE LIABILITY

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

D) UMBRELLA/EXCESS LIABILITY **\$1,000,000**

Yes No

E) POLLUTION LIABILITY

Coverage required:	<input type="checkbox"/> Yes <input type="checkbox"/> No
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 Dyersville, including all elected and appointed officials, employees, and volunteers.
3. Include Preservation of Governmental Immunities Endorsement.
4. Include endorsement indicating that coverage is primary and non-contributory.
5. Policy shall include waiver of the right to recovery from others' endorsement.

6. Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos.

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE N

Insurance Requirements for Pollution Haulers

1. Hauler shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Haulers 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 City Administrator. Each certificate shall include a statement under Description of Operations as to why issued.
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 shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Hauler 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. Hauler 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 Hauler.
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. Hauler shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A. If the hauler's limits of liability exceed the required minimum limit, the hauler's limits shall be the required limits under this agreement.
9. Hauler shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville 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 Dyersville 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.

INSURANCE SCHEDULE N EXHIBIT A

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

1. Coverage shall be written on an occurrence, not claims-made, form.
2. Include endorsement indicating that coverage is primary and non-contributory.
3. Include Preservation of Governmental Immunities endorsement.
4. Policy shall include Waiver of Right to Recover from Others endorsement.
5. Include an additional insured endorsement for the City of Dyersville, including all elected and appointed officials. Use ISO form CG 20 26.
6. Policy shall include a thirty (30) day advance cancellation notice to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) AUTOMOBILE LIABILITY

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

C) POLLUTION LIABILITY (Including transit)

FUEL HAULERS (Diesel, Gas, Oil):

General Aggregate Limit:	\$4,000,000
Each Occurrence Limit:	\$2,000,000

WASTE HAULERS (Sewage, High Strength By Products):

General Aggregate Limit:	\$1,000,000
Each Occurrence Limit:	\$1,000,000

1. Policy shall include an additional insured endorsement for the City of Dyersville, including all elected and appointed officials, employees, volunteers, boards, and commissions.
2. Provide evidence of coverage for 5 years after completion of the project.
3. Include Preservation of Governmental Immunities Endorsement.
4. Include endorsement indicating that coverage is primary and non-contributory.
5. Policy shall include waiver of the right to recovery from others' endorsement.

D) WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

E) UMBRELLA/EXCESS LIABILITY \$1,000,000

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE O

Insurance Requirements for Motorized and Non-Motorized Vehicles for Hire

1. _____ shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to the effective date of the permit, and at the end of the permit if the term of work is longer than 60 days.
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 shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dyersville. The certificate of insurance is a condition to granting and maintaining operator permits, and the failure to obtain or maintain the required insurance shall be considered a material breach of this Agreement and shall be grounds for revocation by the City Administrator.
5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. Whenever a specific ISO form is listed, the current edition of the form must be used unless an equivalent form is approved by the City Administrator.
7. The permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A.
8. Permittees shall be responsible for deductibles and self-insured retention for payment of all policy premiums.
9. All certificates of insurance must include the agent's name, phone number, and email address.
10. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies at any time.
11. The City of Dyersville reserves the right to modify these requirements based on changes in the risk or other special circumstances during the term of the permit.

INSURANCE SCHEDULE O (continued)
EXHIBIT A

MOTORIZED VEHICLES FOR HIRE

A) COMMERCIAL AUTOMOBILE LIABILITY

Limit of Liability:	\$1,000,000
Uninsured and Underinsured Motorists:	\$1,000,000

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

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

NON-MOTORIZED VEHICLES FOR HIRE

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit:	\$2,000,000
Each Occurrence:	\$1,000,000

1. Include an additional insured endorsement for the City of Dyersville, including all elected and appointed officials. Use ISO form CG 20 26.
2. Include Preservation of Governmental Immunities endorsement.
3. Policy shall include Waiver of Right to Recover from Other endorsement.
4. Policy shall include a thirty (30) day advance cancellation notice to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE P

Insurance Requirements for Towing

1. Contractor shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A 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 City Administrator. Each certificate shall include a statement under Description of Operations explaining why it was issued.
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 shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dyersville. 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 of Dyersville 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/limits, or greater if required by law or other legal agreement, in Exhibit A. If the contractor's limits of liability exceed the required minimum limit, the contractor's limits shall be the required limits of this agreement.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville 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 Dyersville 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.

INSURANCE SCHEDULE P EXHIBIT A

A) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A:	Statutory—State of Iowa
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.

B) AUTOMOBILE LIABILITY

Bodily injury and property damage limit of liability:	\$1,000,000
---	-------------

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

C) COMMERCIAL GARAGE 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 Limit:	\$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. Written in accord with ISO form CG 00 01 or business owners form BP 00 02.
2. Include an endorsement indicating that coverage is primary and non-contributory.
3. Include Preservation of Governmental Immunities endorsement. (Sample attached.)
4. Include additional insured endorsement for the City of Dyersville, 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.
5. Policy shall include Waiver of Right to Recover from Others endorsement.
6. Policy shall include a thirty (30) day advance cancellation notice to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

D) GARAGE KEEPERS LIABILITY

(to include 'on-hook'):	\$500,000
Comprehensive Collision	

This coverage shall be direct primary and not excess.

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE Q
Insurance Requirements for Marinas

1. _____ (Operator) shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to contract or lease commencement. The operator shall submit an updated certificate annually.
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 shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dyersville. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. Whenever a specific ISO form is listed, an equivalent form may be substituted, subject to the approval of the City Administrator.
7. Operator shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A.
8. If the Operator's limits of liability are higher than the required minimum limits, then the Operator's limits shall be this Agreement's required limits.
9. Operator shall be responsible for deductibles and self-insured retention.
10. All certificates of insurance must include the agent's name, phone number, and email address.
11. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies at any time.
12. The City of Dyersville reserves the right to modify these requirements based on changes in the risk or other special circumstances.

INSURANCE SCHEDULE Q EXHIBIT A

A) MARINE COMPREHENSIVE LIABILITY: MCL OR COMMERCIAL GENERAL LIABILITY CGL

General Aggregate:	\$2,000,000
Products-Completed Operations Aggregate Limit:	\$1,000,000
Personal & Advertising Injury Limit:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage Limit (any one occurrence):	\$ 100,000
Medical Payments:	\$ 5,000

B) MARINA OPERATORS LEGAL LIABILITY: MOL

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

C) PROTECTION & INDEMNITY COVERAGE: P&I

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

1. Coverage shall be written on an occurrence, not claims, form.
2. If using CGL form include endorsement excluding waterborne liability.
3. Under MCL or CGL include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate" or MCL equivalent.
4. Under MCL or CGL, include an endorsement indicating that the coverage is primary and non-contributory.
5. Under MCL or CGL, include the Preservation of Governmental Immunities endorsement.
6. Under MCL or CGL include an endorsement to delete any fellow employee exclusion.
7. Under MCL or CGL, include an additional insured endorsement for the City of Dyersville, including all elected and appointed officials, employees, volunteers, and boards. Use ISO Form 2010 (Ongoing operations).
8. Policy shall include Waiver of Right to Recover from Other endorsement.
9. Policy shall include thirty (30) days advance cancellation notice to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

D) WORKERS' COMPENSATION, LHWCA & EMPLOYERS LIABILITY

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

E) POLLUTION LIABILITY (including transit)

Coverage required: ___ Yes ___ No	
General Aggregate Limit:	\$4,000,000

Each Occurrence Limit: \$2,000,000

F) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT
___ Yes ___ No Amount \$_____

Include the City of Dyersville as Lender Loss Payable.

G) UMBRELLA/EXCESS LIABILITY \$5,000,000

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE R

Insurance Requirements for Slip Rental

1. Renter shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to contract inception and at the end of the contract if the term of the contract is longer than 60 days.
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 shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. All required endorsements to various policies shall be attached to the Certificate of Insurance.
6. Renter shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A.
7. Whenever an ISO form is referenced, the current edition of the form must be used.
8. Renter shall be responsible for deductibles and self-insured retention.
9. All certificates of insurance must include the agent's name, phone number, and email address.
10. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies at any time.
11. The City of Dyersville reserves the right to modify these requirements based on changes in the risk or other special circumstances.

INSURANCE SCHEDULE R
Exhibit A

- | | | |
|--|------------|---------------------------------|
| A) Personal boat/recreation policy: | Liability: | \$500,000 combined single limit |
| B) Personal homeowners' policy: | Liability: | \$300,000 |
| C) Personal excess/umbrella policy: | Liability: | \$1,000,000 |

INSURANCE SCHEDULE S
Insurance Requirements for Docking of Commercial Vessels

1. Operator shall furnish a signed certificate of insurance to the City of Dyersville, Iowa for the coverage required in Exhibit A prior to contract inception.
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 shall be furnished to the City of Dyersville, City Clerk's Office.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
6. The Operator shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit A.
7. Whenever an ISO form is referenced, the current edition of the form must be used.
8. Permittees shall be responsible for deductibles and self-insured retention.
9. All certificates of insurance must include the agent's name, phone number, and email address.
10. The City of Dyersville reserves the right to require complete, certified copies of all required insurance policies at any time.
11. The City of Dyersville reserves the right to modify these requirements based on changes in the risk or other special circumstances.

**INSURANCE SCHEDULE S
EXHIBIT A**

A) PROTECTION & INDEMNITY LIABILITY \$2,000,000

1. Coverage shall be written on an occurrence, not claims-made, form.
2. Include endorsement indicating that coverage is primary and non-contributory.
3. Include endorsement to preserve Governmental Immunity. (Sample attached).
4. Include additional insured endorsement for the City of Dyersville, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions, and/or authorities.
5. Policy shall include Waiver of Right to Recover from Others endorsement.
6. Policy shall include a thirty (30) day advance cancellation notice to the City of Dyersville, City Clerk's Office, 340 1st Avenue East, Dyersville, Iowa 52040.

B) WORKERS' COMPENSATION, LHWCA & EMPLOYERS' LIABILITY

Coverage A:	Statutory—State of Iowa
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.

Longshoreman and Harbor Workers Compensation Act Coverage.

C) POLLUTION LIABILITY (including transit)

Coverage required: ___ Yes ___ No

General Aggregate Limit:	\$4,000,000
Each Occurrence Limit:	\$2,000,000

1. Policy shall include an additional insured endorsement for the City of Dyersville including all elected and appointed officials, employees, volunteers.
2. Provide evidence of coverage for 5 years after completion of the project.
3. Include Preservation of Governmental Immunities endorsement.
4. Include endorsement indicating that coverage is primary and non-contributory.
5. Policy shall include waiver of the right to recovery from others' endorsement.

D) UMBRELLA/EXCESS LIABILITY \$5,000,000

Please be aware that naming the City of Dyersville as an additional insured, as is required by this Insurance Schedule, may result in the waiver of the City's governmental immunities provided in Iowa Code Section 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

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 Dyersville, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dyersville, Iowa under Iowa Code 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 Iowa Code Section 670.4, as it now exists and as it may be amended from time to time. Those claims not subject to Iowa Code Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dyersville, 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 Dyersville, 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 Dyersville, Iowa.

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

(FILL IN ALL BLANKS AND CHECK BOXES)

INSURANCE SCHEDULE U

Insurance Requirements for Builder's Risk

1. New public improvement projects will have Builder's Risk insurance purchased by the City of Dyersville, not the contractor. Coverage for property in transit and/or stored off-site must be included. The contract documents must state that the contractor is responsible for payment of any deductible amount. The builder's risk terms and conditions must be included in the project's bid specifications.
2. Additions to existing buildings will be reviewed on a case-by-case basis by the City Administrator to determine if property coverage should be increased or a Builder's Risk policy purchased.
3. Renovations to existing buildings will be reviewed on a case-by-case basis by the City Administrator to determine if property coverage will be increased or a Builder's Risk policy purchased.
4. Department Heads must notify the City Administrator in advance of a project or RFP of all public improvement projects to evaluate the need for Builder's Risk insurance in accordance with this policy.
5. The City Administrator is responsible for the terms of the Builder's Risk policy, coverage amount (Completed Insurable Value), and deductible limit for individual projects; bids with a number of coverage and deductible options may be obtained.
6. Cost of Builder's Risk insurance must be included in the total project cost.
7. Contractor, all subcontractors, and, where required by the contract, architects, engineers, and other consultants must be named as additional insureds on the policy.
8. Builder's Risk insurance may not be required for road, sewer, or water main projects as determined by the City Administrator.
9. Performance/Payment bonds may be required for a project by state law or as determined by the City Administrator.
10. Department Heads must notify the City Administrator when a project is completed and ready for occupancy.
11. Contractor shall be responsible for deductibles and self-insured retention.