

**APPENDIX B:**  
**Vendor's Minimum Insurance Requirements**

- A. The Vendor shall purchase and maintain such insurance as will protect the Vendor from claims set forth below which may arise out of, or result from the Vendor's operations under the contract, whether such operation be by the Vendor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance to be maintained by the Vendor shall be written as follows:

**1. Workers' Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below;

- a. Iowa Benefits- Statutory
- b. Employers Liability
  - Bodily Injury by Accident \$500,000 Each Accident
  - Bodily Injury by Disease \$500,000 Each Accident
  - Bodily Injury by Disease \$500,000 Each Employee

The Workers' Compensation policy shall include a *waiver of subrogation clause* in favor of the owner.

**2. Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$4,000,000
Products-Completed Operations Aggregate Limit	\$4,000,000
Personal & Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Limit	\$ 100,000
Medical Expense Limit	\$ 5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement.
- b. Personal and Advertising Injury
- c. Operations by independent contractors.
- d. Contractual Liability coverage
- e. Coverage for property damage underground or damage by explosion or collapse (XCU).

**3. Automobile Liability Insurance** covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$2,000,000 per accident. Insurance must include Contractual Liability.

**4. Umbrella/Excess Liability Insurance** combined single limit for bodily injury, property damage and personal injury excess primary liability limits: \$1,000,000. The required Liability limits outlined within may be met with any combination of underlying and umbrella/excess policy limits.

**5. Additional Insured** the Vendor will include the School as additional Insured on all policies except Workers' Compensation as respects all work performed. The additional insured coverage

shall be primary and non-contributory to any of the owner's policies and shall apply to both ongoing and completed operations.

6. **Insurance Certificates** Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the School. These insurance policies shall not be cancelled without at least 30 days prior written notice to the School. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the School prior to the commencement of this lease.
7. **Government Immunity** The following clauses will be added to all liability coverages:
  - a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
  - b. The company and the insured further agree 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.
8. **Subrogation** To the extent that such insurance is in force and collectible and to the extent permitted by law, the School and Vendor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise, except in cases of gross negligence.
9. **Property Insurance** Unless otherwise provided, the Owner shall purchase and maintain property insurance on the project in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. This insurance shall include interests of the Owner, the Vendor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include insurance against the perils of fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and debris removal including demolition occasioned by enforcement of any applicable legal requirements, depending on availability. The property insurance may contain sub-limits for these coverages. At the option of the school district, the insurance covering the project may be written under a Builder's Risk policy or covered under the District's permanent property insurance.
10. **Professional Insurance** If the Vendor is required to furnish professional services as part of the Work, the Vendor shall purchase Professional Liability insurance covering performance of the professional services, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
11. **Pollution Insurance** If the work involves the transport, dissemination, use or release of pollutants, the Vendor shall purchase Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

12. Coverages under sections 10 and 11 may be purchased through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
13. **Aircraft Insurance** If the work requires use or operation of manned or unmanned aircraft, including drones, the Vendor shall purchase coverage with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.