

**INSURANCE REQUIREMENTS TO OBTAIN  
PERMIT'S FOR WORK WITHIN A RIGHT-OF-WAY**

1. Commercial General Liability policy with a combined single limit of \$500,000 per occurrence for coverage's AB&C including products/completed operations, where appropriate, with a separate aggregate of \$500,000.
2. If this coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of this permit and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The applicant shall maintain coverage for the duration of this permit and for six months following completion of this project. The applicant shall provide the City annually with a certificate of insurance as evidence of such insurance. The premium for this extended reporting period shall be paid by the applicant.
3. Applicant shall be responsible for deductibles and self-insured retentions, if any, stated in policies. If insurance policies are not written for amounts specified above, the applicant shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
4. Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A. M. Best rating of B+ or better.

The applicant shall produce endorsements to each effected policy:



Naming the City of Austin, 505 Barton Springs Road, Austin, suite 850 Texas 78704 as additional insured.

**NO WRITTEN CONTRACT OR WRITTEN AGREEMENT**

2. That obligates the insurance company to notify the City of Austin, 505 Barton Springs Road, Austin, Texas 78704, of any non-renewal, cancellations or material changes at least thirty (30) days prior to change or cancellation.
3. That the "other" insurance clause shall not apply to the City where the City of Austin is an additional insured shown on the policy. It is intended that policies required in this permit covering both the City and the applicant shall be considered primary coverage.

The applicant shall not cause any insurance to be cancelled or allow any insurance to lapse during the term of this permit or the six months following completion for a "claims made" policy.

The City reserves the right to review the insurance requirements of this section during the effective period of this permit and to make reasonable adjustments to insurance coverages, their limits, exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company, as well as the applicant.

All certificates shall include a clause to the effect that the policy shall not be cancelled, reduced, restricted, or limited until thirty (30) days after the City has received written notice.

Applicant shall provide City thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit of coverage.

Actual losses not covered by insurance as required by this permit shall be paid by the applicant.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Austin Texas	All jobs requiring a permit from the City of Austin Texas
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

City of Austin

505 Barton Springs Rd.

Austin, TX 78704

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

**Section II – Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

The endorsement(s) submitted for this permit specially state that the insurance coverage is provided when **“required by written contract.”**

The permitting process does not include any written contract or agreement; only an application which does not include the insurance requirements.

Please:

- 1) provide a statement (email) from the carrier, that the “permit issued by the City of Austin” is accepted by the carrier as a “written contract or agreement” as defined by this policy **OR**
- 2) issue a separate endorsement providing the required coverage.