



Austin Transportation Department

Right of Way Management Division

P.O. Box 1088, Austin, Texas 78767

REQUIREMENTS FOR ROW INSURANCE

Permits for the use of City of Austin Right Of Way may require Insurance, Bond, and/or License.

THIS IS A REFERENCE DOCUMENT ONLY. The required documentation will vary depending on the nature of work and associated permit. Permits are required per job and cannot be issued until all needed documentation has been provided. Failure to properly submit all required information will cause delays in approval of the permit.

INSURANCE, BOND, AND/OR LICENSE REQUIREMENTS BY PERMIT TYPE

RIGHT OF WAY PERMIT	INSURANCE	BOND - \$10K	LICENSE
Parking			
Temporary Storage Device/PODs			
Film	X		
Valet	X		
Vendor	X		
Dumpster	X	X	
Temporary Use of Right of Way	X	X	
Sidewalk Café	X	X	
Driveway/Sidewalk	X	X	X
Excavation	X	X	X

SPECIAL NOTES FOR INSURANCE:

- RENEWALS OF INSURANCE, BOND, AND LICENSE ARE **NOT** AUTOMATICALLY PROVIDED TO OUR DIVISION.
- **INSURANCE EXPIRATION DATES VARY.** COVERAGE *TYPICALLY* EXPIRES ONE YEAR AFTER ISSUANCE.
- INSURANCE FOR FILM PERMITS DO NOT REQUIRE A 30 DAY NOTICE OF CANCELLATION.
- INSURANCE FOR VALET OPERATORS MAY INCLUDE A GARAGEKEEPERS LIABILITY IN LIEU OF A GENERAL LIABILITY.
- INSURANCE FOR SIDEWALK CAFÉS, WHERE ALCOHOL IS BEING SERVED, MUST INCLUDE 1 MILLION IN LIQUOR LIABILITY COVERAGE.

INSURANCE DOCUMENTATION

- ELECTRONIC COPIES OF INSURANCE WILL BE ACCEPTED. DOCUMENTS MUST BE EMAILED TO RIGHTOFWAY@AUSTINTEXAS.GOV.

Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A (bodily injury and property damage) & B (personal and advertising injury). The policy shall contain the follow provisions:

- Products and Completed Operations with a minimum limit of \$500,000
- Explosion, Collapse, and Underground (XCU) coverage
- Independent Contractors coverage

The policy shall be endorsed and certificates shall reflect the following:

- A. City of Austin listed as additional insured, Endorsement CG 2010 or equivalent
- B. Waiver of Subrogation in favor of the City of Austin, Endorsement CG 2404 or equivalent
- C. 30 day Notice of Cancellation in favor of the City of Austin, Endorsement CG 0205 or equivalent

Certificate Holder and **ALL ENDORSEMENTS** naming the CITY as Additional Insured, granting Waivers, and providing Notice of Cancellation, shall indicate:

**City of Austin, ATTN: Right-of-Way
P.O. Box 1088
Austin, Texas 78767**

The REQUESTOR'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better. The "other" insurance clause shall not apply to the CITY where the CITY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the CITY and REQUESTOR, shall be considered primary coverage as applicable. If coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of the AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. The REQUESTOR shall maintain coverage for the duration of this AGREEMENT and for a two year period following the end of this AGREEMENT. The REQUESTOR shall provide the CITY annually with a certificate of insurance as evidence of such insurance. If insurance policies are not written for amounts specified above, the REQUESTOR 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. The REQUESTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT. The REQUESTOR shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance. The CITY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as the REQUESTOR. The insurance coverages required are required minimums and are not intended to limit the responsibility or liability of the REQUESTOR.

CITY CODE

For information about City Ordinances, Standard Details, Transportation Criteria Manual, etc. go to <https://www.municode.com/library/tx/austin>. For in depth insurance, bond, and license requirements, reference the following sections:

Driveway/Sidewalk Permits – 25-6-231 through 25-6-235
Excavation Permits – 14-11-102 through 14-11-103
Film Permits – 14-6-4
Sidewalk Café – 14-4-7

Temporary Use of Right of Way Permits (includes Dumpster Permits) – 14-11-102 through 14-11-103
Valet Permits – 13-5-4
Vendor Permits – 14-9-21 through 14-9-23

THIS IS A REFERENCE DOCUMENT ONLY. SPECIFIC INSURANCE REQUIREMENTS VARY DEPENDING ON THE NATURE OF WORK AND ASSOCIATED PERMIT. REFER TO THE PERMIT APPLICATION AND/OR REQUIREMENTS PACKET FOR SPECIFICS.