

INDEMNITY AGREEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NUECES

WHEREAS, Section iii of said standards, entitled Procedure and Permit Requirements, requires a contractor for a permit to close or block any part of a roadway to file a statement with the Director of Engineering Services Traffic Engineering Division indemnifying in the city against all claims or causes of action by reason of or arising from the closing or blocking of the roadway pursuant to a permit issued by the City.

Now, therefore, in consideration for the issuance of a permit to the undersigned by the City of Corpus Christi, for the purpose of barricading, blocking or closing a street, alley or other public right-of-way in said City, said permit applicant agrees to indemnify and safe harmless and defended the City of Corpus Christi, its agents and employees from any and all claims, lawsuits, demands, liabilities, losses or expenses, including court costs and reasonable attorney=s fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damages to any property which arise or may be alleged to have arisen directly or indirectly, as a result of the granting of this permit.

The Contractor, during the term of operations specified in this Public Right-of-Way Blockage Permit, will provide and maintain at the Contractor expense, Comprehensive General Liability Insurance coverage with a Contractual Liability endorsement and with minimum limits of **\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage** or as required by the Risk Manager of the City of Corpus Christi pursuant to Ordinance #19277. The City of Corpus Christi will be named as **Additional Insured** on the policy. Evidence of required insurance coverage with a Certificate of Insurance furnished to the Director of Street Operations, Traffic Engineering Division prior to the proposed blockage under this permit.

Witness my (our) hand(s) this _____ date of _____ 20_____

Permit Applicant Signature

Company Name

EXHIBIT A - INSURANCE REQUIREMENTS

I. Dumpsters in Right of Ways Liability Insurance

- A. Permittee must not commence work under this agreement until Permittee has obtained all insurance required herein and such insurance has been approved by the City. Permittee must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Permittee must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverage by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Written Notice of Cancellation is required on all certificates	Bodily Injury and Property Damage Per Occurrence / Aggregate
Commercial General Liability including: 1. Commercial Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal Injury 8. Pollution Liability	\$250,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY- OWNED, NON-OWNED, OR RENTED	\$250,000 COMBINED SINGLE LIMIT
WORKERS' COMPENSATION EMPLOYERS' LIABILITY	Applicable if employs anyone other than himself / herself WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND PARAGRAPH II OF THIS EXHIBIT \$100,000

- C. In the event of accidents of any kind, the Permittee must furnish the Risk Manager with copies of all reports of any accidents within ten (10) days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Permittee must obtain workers' compensation coverage through a licensed insurance company obtained in accordance with Texas law. The contract for coverage must be written on a policy and with endorsements approved by the Texas Department of Insurance. The coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by Lessee will be promptly met.
- B. **Certificate of Insurance:**
 - The City of Corpus Christi must be named as an additional insured on the liability coverage, and a blanket waiver of subrogation is required on all applicable policies.
 - If your insurance company uses the standard ACORD form, the cancellation clause (bottom right) must be amended by adding the wording "changed or between "be" and "canceled", and deleting the words, "endeavor to", and deleting the wording after "left". In lieu of modification of the ACORD form, separate policy endorsements addressing the same substantive requirements are mandatory.
 - The name of the project must be listed under "Description of Operations".
 - At a minimum, a 30-day written notice of material change, non-renewal, termination or cancellation is required.
- C. If the Certificate of Insurance on its face does not show on its face the existence of the coverage required by items 1.B (1)-(8), an authorized representative of the insurance company must include a letter specifically stating whether items 1.B. (1)-(8) are included or excluded.

EXHIBIT B - INSURANCE REQUIREMENTS

I. PERMITTEE'S LIABILITY INSURANCE

- B. Permittee must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. Permittee must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- C. Permittee must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverage by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for the General Liability policy and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30 day written notice of cancellation, non-renewal, material change or termination is required on all certificates	Bodily Injury and Property Damage Per occurrence aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Form 2. Premises – Operations 3. Underground Hazard 4. Products/ Completed Operations Hazard 5. Contractual Liability 6. Broad Form Property Damage 7. Independent Contractors	\$1,000,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY—OWNED, NON-OWNED OR RENTED	\$1,000,000 COMBINED SINGLE LIMIT
WORKERS' COMPENSATION EMPLOYERS' LIABILITY	WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND PARAGRAPH II OF THIS EXHIBIT \$500,000

- D. In the event of accidents of any kind, Permittee must furnish the Risk Manager with copies of all reports of such accidents within 10 days of any accident.

II. ADDITIONAL REQUIREMENTS

- A. Permittee must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. Workers' compensation coverage must be in amounts sufficient to assure that all workers' compensation obligations incurred by Permittee are promptly met.
- B. Certificate of Insurance:
- The **City of Corpus Christi** must be named as an **additional insured** on the General liability coverage and a blanket waiver of subrogation is required on all applicable policies.
 - If your insurance company uses the standard ACORD form, the **cancellation clause** (bottom right) **must be amended** by adding the wording "changed or" between "be" and "canceled", and deleting the words, "endeavor to", and deleting the wording after "left". In lieu of modification of the ACORD form, separate policy endorsements addressing the same substantive requirements are mandatory.
 - The **name of the project** must be listed under "Description of Operations".
 - At a minimum, a **30-day written notice** of cancellation, material change, non-renewal or termination is required.
- C. If the Certificate of Insurance on its face does not show the existence of the coverage required by items 1.B (1)-(7), an authorized representative of the insurance company must include a letter specifically stating whether items 1.B. (1)-(7) are included or excluded.

EXHIBIT

INSURANCE REQUIREMENTS

I. Dumpsters in Right of Ways Liability Insurance

Permittee must not commence work under this agreement until Permittee has obtained all insurance required herein and such insurance has been approved by the City. Permittee must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

- B. Permittee must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverage by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Written Notice of Cancellation required on all certificates	Bodily Injury and Property Damage Per Occurrence / Aggregate
Commercial General Liability including: 1. Commercial Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal Injury Pollution Liability	\$250,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY— OWNED, NON-OWNED, OR RENTED	\$250,000 COMBINED SINGLE LIMIT
WORKERS' COMPENSATION EMPLOYERS' LIABILITY	Applicable if employs anyone other than himself / herself WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND PARAGRAPH II OF THIS EXHIBIT \$100,000

- C. In the event of accidents of any kind, the Permittee must furnish the Risk Manager with copies of all reports of any accidents within ten (10) days of the accident.

II. ADDITIONAL REQUIREMENTS

A. Permittee must obtain workers' compensation coverage through a licensed insurance company obtained in accordance with Texas law. The contract for coverage must be written on a policy and with endorsements approved by the Texas Department of Insurance. The coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by Lessee will be promptly met.

B. Certificate of Insurance:

The City of Corpus Christi must be named as an additional insured on the liability coverage, and a blanket waiver of subrogation is required on all applicable policies.

If your insurance company uses the standard ACORD form, the cancellation clause (bottom right) must be amended by adding the wording "changed or between "be" and "canceled", and deleting the words, "endeavor to", and deleting the wording after "left". In lieu of modification of the ACORD form, separate policy endorsements addressing the same substantive requirements are mandatory.

The name of the project must be listed under "Description of Operations".

At a minimum, a 30-day written notice of material change, non-renewal, termination or cancellation is required.

C. If the Certificate of Insurance on its face does not show on its face the existence of the coverage required by items 1.B (1)-(8), an authorized representative of the insurance company must include a letter specifically stating whether items 1.B. (1)-(8) are included or excluded.