TEMPORARY RIGHT-OF-WAY USE PERMITS – INSURANCE REQUIREMENTS

Permit Applicant: Give this memorandum to your insurance broker/agent. The City’s insurance requirements are very specific. You will want to work closely with your insurance broker/agent to obtain acceptable documents.

REQUIRED INSURANCE COVERAGE
Applicant must have Commercial General Liability Insurance written on an industry standard occurrence form (ISO form CG 00 01 or equivalent) covering property damage, personal injury and death with a limit of not less than $1,000,000 per occurrence.
- The City must be added as an additional insured.
- Coverage must be primary and noncontributory.
- Coverage must include a waiver of subrogation.
- If alcohol will be served or consumed within the permit area, the applicant must have liquor liability coverage with a limit of not less than $1,000,000 per occurrence. Host Liquor Liability coverage is acceptable only if alcohol is being served to guests free of charge. It is NOT acceptable if alcohol will be sold; in that case, Liquor Liability Insurance is required.

REQUIRED DOCUMENTATION
Applicant must submit the following documents to the City prior to permit issuance as evidence that the above insurance requirements are met:
- Certificate of Insurance (ACORD form or equivalent).
  - List all endorsements attached thereto.
- Endorsements. The following endorsements must be attached to the certificate:
  - Additional Insured Endorsement (ISO form CG 20 12, CG 20 26 or equivalent).
  - Primary & Noncontributory Endorsement (ISO form CG 20 01 or equivalent).
  - Waiver of Transfer of Recovery Rights Endorsement or Waiver of Subrogation Endorsement (ISO form CG 24 04 or equivalent).

NOTICE TO BROKERS/AGENT REGARDING FORMS
The additional insured endorsement must reflect the City’s role as a governmental entity issuing a permit. (See recommended ISO additional insured endorsement forms listed above.) Conversely, ISO forms CG 20 09, CG 20 10 and CG 20 33, and their equivalents, are NOT acceptable because the permit applicant is NOT "performing work for" the City or “leasing property from” the City. The CGL policy number must appear on the endorsement.

Sample forms attached.
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER.**  **THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**  **THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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**NAME:**

**ADDRESS:**

**CONTACT**

**PHONE:**

**TAX:**

**E-MAIL:**

**CONTACT**

**NAME:**

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**CONTINUED...**

**PRODUCER**

**NAME:**

**ADDRESS:**

**PHONE:**

**TAX:**

**E-MAIL:**

**INSURED**

**NAME:**

**ADDRESS:**

**INSURER(A) AFFORDING COVERAGE**

**NAIC #**

**INSURER A:**

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

**COVERAGES**

**INSR. #**

**TYPE OF INSURANCE**

**ADDITIONAL INSURED**

**LOC**

**POLICY NUMBER**

**POLICY EFF. (MM/DD/YYYY)**

**POLICY EXPIRATION (MM/DD/YYYY)**

**LIMITS**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSURED</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
</table>

- **COMMERCIAL GENERAL LIABILITY**
  - CLAIMS-MADE
  - OCCUR
  - GENL AGGREGATE LIMIT APPLIES PER:
    - POLICY
    - PROJ
    - LOC
  - OTHER:

- **AUTOMOBILE LIABILITY**
  - ANY AUTO
  - OWNED
    - AUTOS ONLY
    - HIRED AUTOS ONLY
    - SCHEDULED AUTOS
    - NON-OWNED AUTOS ONLY
  - UMBRELLA LIABILITY
    - OCCUR
    - CLAIMS-MADE
  - EXCESS LIABILITY
    - OCCUR
    - CLAIMS-MADE
  - DED:
    - RETENTION:

- **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**
  - ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
    - Yes
    - No
  - If yes, describe under DESCRIPTION OF OPERATIONS below

Liquor liability Insurance must be listed here, when required.

- **COMMERCIAL GENERAL LIABILITY**
  - CLAIMS-MADE
  - OCCUR
  - GENL AGGREGATE LIMIT APPLIES PER:
    - POLICY
    - PROJ
    - LOC
  - OTHER:

- **PROPERTY DAMAGE**
  - EACH OCCURRENCE
  - $1,000,000
  - DAMAGE TO PREMISES (Ea occurrence)
  - MED EXP (Any one person)
  - PERSONAL & ADV INJURY
  - GENERAL AGGREGATE
  - PRODUCTS - COMPO/OP AGG
  - $1,000,000

- **COMBINED SINGLE LIMIT**
  - EACH OCCURRENCE
  - $1,000,000
  - MED EXP (Any one person)
  - PERSONAL & ADV INJURY
  - GENERAL AGGREGATE
  - PRODUCTS - COMPO/OP AGG
  - $1,000,000

- **EXCESS LIABILITY**
  - EACH OCCURRENCE
  - AGGREGATE
  - $1,000,000

- **E.L. EACH OCCIDENT**
  - $1,000,000
  - E.L. DISEASE - EA EMPLOYEE
  - E.L. DISEASE - POLICY LIMIT

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

1. Permitted Activity or Event should be identified here.
2. All endorsements should be listed here, e.g.: Certificate holder is an additional insured per attached CG 20 12. Coverage is primary and noncontributory per attached CG 20 01. Waiver of subrogation applies per attached CG 24 04.

**CERTIFICATE HOLDER**

City of Bellingham
210 Lottie Street
Bellingham, WA 98225

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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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

<table>
<thead>
<tr>
<th>State Or Governmental Agency Or Subdivision Or Political Subdivision:</th>
</tr>
</thead>
</table>

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 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.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

   1. Required by the contract or agreement; or

   2. Available under the applicable Limits of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
</tr>
</thead>
</table>

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 your acts or omissions or the acts or omissions of those acting on your behalf:
   1. In the performance of your ongoing operations; or
   2. In connection with your premises owned by or rented to you.

   However:
   1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
   2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.