



City of Corvallis INSURANCE REQUIREMENTS for Use of Public Right-of-Way

Applicant agrees to indemnify, protect, defend, and hold City, its officers, agents, volunteers, and employees harmless against any actions, claim for injury or damage and all loss, liability, cost or expense, including court costs and attorney's fees, arising out of or resulting directly or indirectly from the performance of this contract, except, to the extent not prohibited by ORS 30.140, for that resulting from the sole negligence of the City. Nothing in this agreement should be interpreted as imposing any liability on the City beyond the limits of the Oregon Tort Claims Act.

Applicant shall provide insurance as indicated. All policies must be of the occurrence form with combined single limit for bodily injury and property damage. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by the City. Any deviation from this requirement must be reviewed and approved by the City Risk Manager.

The types of insurance Applicant is required to obtain, submit to the City and maintain for the full period of the permit will be:

Commercial General Liability insurance, including personal injury coverage, bodily injury (including accidental death) and property damage with limits specified below. Limits may be provided by Excess or Umbrella policy.

- \$1,000,000 per occurrence, \$2,000,000 general aggregate
- \$2,000,000 per occurrence, \$2,000,000 general aggregate

The following needs to be listed in the description on the Certificate of Insurance:

The City of Corvallis, its departments, divisions, officers, agents, volunteers and employees are named as an Additional Insured (and/or Subrogation is Waived) subject to the terms and conditions and/or respective to the work under this permit.

Applicant shall not cause or allow any insurance policy required above to be suspended, voided, canceled, reduced in coverage or in material limits except as agreed by City. Applicant agrees to have and maintain the policies, endorsements, certificates, and/or binders required under this permit. A lapse in any required insurance coverage during this contract shall be void of this permit.

Should any of the above-described policies be subject to cancellation or termination prior to the date of this event, Applicant shall notify the City in writing by certified mail, return receipt requested, 30 days prior to the cancellation or termination date of such policy.

Applicant shall furnish acceptable insurance certificates to City with Additional Insured endorsements required for each insurance policy signed by a person authorized by that insurer to bind coverage on its behalf. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Certificates will be received and approved by City prior to its issuance of a Notice to Proceed. If additional insured status (or subrogation waiver) is requested, each line of insurance shall be marked in the appropriate box on the insurance certificate to indicate the policy endorsement ensuring the City of Corvallis, its departments, divisions, officers, agents, volunteers and employees are an Additional Insured (and/or Subrogation is Waived) subject to the terms and conditions and/or respective to the work under this permit. Insuring companies or entities are subject to City acceptance. Applicant shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance. All such deductibles, retention, or self-insurance must be declared to, and approved by, City.

Applicant Printed Name

Applicant Signature

Applicant Insurance Requirements

Date