

INDEMNITY AGREEMENT

THE STATE OF TEXAS

COUNTY OF NUECES

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, the City of Corpus Christi has adopted the regulations of the Manual of Uniform Barricade Standards and Practices by enactment of Ordinance No. 12425; and

WHEREAS, Section III of said standards, entitled Procedure and Permit Requirements, requires an applicant for a permit to close or block any part of a roadway, including the airspace above it, to file a statement with the Director of Street Operations indemnifying the City against all claims or causes of action by reason of or arising from the closing or blocking of the roadway, including airspace above it, 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, or placing a banner across a street or roadway and including in the closing or blocking the airspace above the street or roadway, said permit applicant agrees to indemnify and save harmless 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 property which arises as a result of the negligence or willful misconduct of the permit applicant in its use of the permit.

Witness my (our) hand(s) this _____ day of _____, 20____.

Permit Applicant Signature

Company Name

EXHIBIT A - INSURANCE REQUIREMENTS

I. PERMITTEE'S LIABILITY INSURANCE

- A. 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.
- B. Permittee must furnish to the City's Risk Manager, Certificate 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

- C. 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. 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 in favor of the City is also required.
 - 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.

2008 Street Closure Permit ins. req.
5-8-08 ep Risk Mgmt.