



Right-of-Way Permit Insurance Requirements

The Permittee agrees to defend, indemnify and hold harmless the County, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this Permit, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Permittee, or its employees, agents or subcontractors.

Tier 1 – Minor Work Performed by Homeowners/Property Owners

Permittee shall at all times, while performing work associated with the above referenced permit, carry a homeowner's insurance policy for at least \$500,000 combined single limit for Bodily Injury, Property Damage, and Personal Injury. This insurance must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County.

The Permittee shall deliver to the County, prior to the commencement of the work, a certificate of insurance or copy of the Declaration Page(s) evidencing the insurance required by this Permit.

Tier 2 – Minor Work Performed by Contractors

Permittee shall at all times while performing work associated with the above referenced permit, carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County.

The Permittee shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing the insurance required by this Permit.

Tier 3 – Major Work Performed by Contractors

Permittee shall at all times while performing work associated with the above referenced permit, carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County.

The Permittee shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing this insurance and an insurance policy endorsement listing "***Washington County, its agents, elected officials and employees***" as additional insured. **This statement on the insurance certificate only, without also providing the endorsement, is not sufficient.**

It is understood and agreed that this insurance shall not terminate or be canceled prior to the completion of the permitted activity without first giving 30 days written notice of the intention to terminate or to cancel said insurance to the County. Furthermore, this Permit is automatically revoked without further action if the insurance is permitted to lapse, is canceled or for any other reason becomes inoperative."