

**INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE REQUIREMENTS  
FOR ACTIVITIES PERFORMED BY PERMIT ISSUED BY THE  
MONROE COUNTY ROAD COMMISSION**

MCRC:SFA/CH

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Rev: 7-20-09

**Indemnification, Damage Liability and Insurance** - The Contractor/Permitee shall comply with the following:

**a. Indemnification** - The Contractor/Permitee agrees to save harmless, indemnify, defend and represent the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF MONROE (BOARD) and its officers, agents and employees against any and all claims for bodily injury or property damage, or any other claim arising out of or related to the work covered by the permit or for any other work done within county road right-of-way whether or not specifically authorized or in conformance with the description of the work for which the permit was issued. The Contractors aforesaid indemnity, hold harmless and release agreement, shall not be applicable to any liability caused by the sole negligence or willful misconduct of the Monroe County Road Commission, its officers, agents of employees. The Contractor/Permitee agrees and understands that the obligations set forth herein are binding upon their sub-contractors, successors, transferors, assigns sureties, and guarantors.

**b. Worker's Compensation Insurance** - The Contractor/Permitee shall certify before the issuance of the permit that the Contractor/Permitee carries Worker's Compensation Insurance per the Statutory Limits.

**c. Bodily Injury and Property Damage** - The Contractor/Permitee, before issuance of the permit, shall file with the BOARD copies of completed certificates of insurance, as evidence that the Contractor/Permitee carries adequate insurance, satisfactory to the BOARD, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the permit, similar insurance to protect the owner of premises on or near which construction operations are to be performed.

**1. General Liability, Bodily Injury and Property Damage** - Unless otherwise specifically required by special provisions in the permit, the minimum limits of property damage and bodily injury liability covering each permit shall be:

Property Damage Liability:  
Each Occurrence: .....\$2,000,000  
Aggregate: .....\$2,000,000

Bodily Injury Liability:  
Each Person: ..... \$2,000,000  
Each Occurrence: .....\$2,000,000

The requirements above may be met through an Umbrella policy. The insurance shall include, but not be limited to, coverage for:

- A. Damage to underground facilities due to drilling, boring and excavating with mechanical equipment, and
  - B. Collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.
2. **Automobile Liability, Bodily Injury and Property Damage** - Unless otherwise specifically required by special provisions in the permit, the minimum limits of property damage and bodily injury liability covering each permit shall be:

Bodily Injury Liability:  
 Each Person: ..... \$2,000,000  
 Each Occurrence: .....\$2,000,000

Property Damage:  
 Per Accident: ..... \$1,000,000

**d. Notice** - The Contractor/Permitee shall not cancel or reduce the coverage of any insurance required by this provision without providing 30-day prior written notice to the BOARD. All insurance policies and binders must include an endorsement by which the insurer shall agree to notify the BOARD, in writing, immediately of any cancellation or reduction in the insurance coverage. The Contractor/Permitee shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

All insurance policies and binders must also include endorsements by which the insurer shall agree to provide the BOARD, in writing, the following:

- 1. A thirty (30) day prior notice of any insurer initiated cancellation, expiration, termination or reduction in coverage for reasons other than nonpayment of the premium.
- 2. A ten (10) day prior notice of any cancellation, expiration, termination or reduction in coverage for nonpayment of the premium.

**e. Reports** - The Contractor/Permitee or insurance carrier shall report to the BOARD claims received, inspections made, and disposition of claims. The BOARD will withhold the reserve or final permit release until either the Contractor/Permitee pays the claim or until final disposition of the claim by the Contractor/Permitee insurance company has been received by the BOARD.

**f. Endorsements** - All insurance policies and binders shall include the following endorsements, verbatim:

**“ADDITIONAL INSURED: The BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF MONROE the Monroe County Road Commission and its officers, agents and employees.”**

“Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to cancellation, expiration, termination or reduction in coverage for all other reasons.”