

RIGHT-OF-WAY INSURANCE REQUIREMENTS
UPDATED 10/07/19

CONTRACTOR'S AND SUBCONTRACTOR'S INSURNACE

The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph, nor shall the Contractor permit any Subcontractor to commence work on his Subcontract until he has obtained the insurance herein required.

- a. **Workmen's Compensation Insurance.** The Contractor shall procure and maintain during the life of this Contract, Workmen's Compensation Insurance for all of his employees who engage in the work to be performed; and, in case any such work is sublet, the Contractor shall require the Subcontractor to provide similar insurance for all of the latter's employees who engage in the work.

- b. **Contractor's Public Liability and Property Damage Insurance.** The Contractor shall procure and maintain during the life of this Contract, Contractor's Public Liability and Property Damage Insurance in the amount of not less than \$1,000,000.00 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in the amount of not less than \$1,000,000.00 on account of each accident, and in an amount not less than \$1,000,000.00, each accident, for damage to property.

- c. **Owner's and Contractor's Protective Public Liability and Property Damage Insurance.** The Contractor shall procure and maintain during the life of this Contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance, in the name of the City, in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person; and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of each accident; and in an amount not less than \$1,000,000.00 each accident, for damage to property. Such insurance shall include motor vehicle exposure and specific coverage by endorsement, which shall be described in the following manner.

"It is hereby understood and agreed that such insurance as is afforded shall include specific coverage for the so-call Explosion, Collapse and Underground Hazards, which covers damage to property arising directly or indirectly from explosion, damage or structural injury to buildings or adjacent structures arising from operations under this Contract, including excavation or tunneling and damage sustained by wires, conduits, mains, sewers and the like, occasioned by the Contractor's sub-surface operations."

- d. **Subcontractor's Public Liability and Property Damage Insurance.** The Contractor shall require each of his Subcontractor's to procure and maintain during the life of their subcontract, Subcontractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person; and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account each accident; and in an amount not less than \$1,000,000.00, each accident, for damage to property.

The Contractor shall require each of his Subcontractors to procure and maintain during the life of their subcontract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person; and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of each accident' and in an amount not less than \$1,000,000.00 each accident, for damage to property.

- e. **Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance.**

1. The Contractor shall procure and maintain during the life of this Contract, Motor Vehicle Bodily Injury Insurance (Comprehensive Form) in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person; and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of each accident; and in an amount not less than \$1,000,000.00, each accident for damage to property.
2. The Contractor shall procure and maintain during the life of this Contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person; and subject to the same limit for each person, in an amount not less than \$1,000,000.00 for each accident; and in an amount not less than \$1,000,000.00, each accident, for damage to property.

Proof of Insurance

The Contractor shall provide the City, at the time this contract is returned by him for execution, proof of insurance on either and **ACORD form** or on the **City of Livonia Certificate of Insurance for Permitted Activities in City of Livonia Right-of-Way (form 2020)**. A guarantee that thirty (30) days' notice will be given to the City prior to cancellation of, or change in, any coverage must be endorsed on each certificate and policy.