



City of Austin

Austin Transportation Department, Right of Way Management Division
3701 Lake Austin Blvd., Austin, Texas 78703

REQUIREMENTS FOR INSURANCE, BOND, AND LICENSE

Permits for the use of City of Austin Right Of Way may require Insurance, Bond, and/or License. Enclosed in this packet are links to the City Code pertaining to these requirements and additional helpful information. If *after* reading through this packet you have any questions or need additional information, please contact us at 512-974-1150 or visit our office:

City of Austin, Transportation Department
Right Of Way Management Division
3701 Lake Austin Blvd., Austin, TX 78703
Walk-in Hours – Monday through Friday, 8 a.m. to 1 p.m.

THIS IS A REFERENCE DOCUMENT ONLY. The required documentation will vary depending on the nature of work and associated permit. Permits are required per job and cannot be issued until all needed documentation has been provided. Failure to properly submit all required information will cause delays in approval of the permit.

INSURANCE, BOND, AND/OR LICENSE REQUIREMENTS BY PERMIT TYPE

RIGHT OF WAY PERMIT	INSURANCE	BOND - \$10K	LICENSE
Parking			
Temporary Storage Device/PODs			
Film	X		
Valet	X		
Vendor	X		
Dumpster	X	X	
Temporary Use of Right of Way	X	X	
Sidewalk Café	X	X	
Driveway/Sidewalk	X	X	X
Excavation	X	X	X

SPECIAL NOTES FOR INSURANCE, BOND, AND LICENSE:

- THE RIGHT OF WAY CONTRACTOR'S **LICENSE CONSISTS OF FOUR DOCUMENTS** -- 1. \$10K BOND 2. INSURANCE 3. RESOLUTION OF AUTHORITY (OR DOCUMENTATION IN LIEU OF) 4. AUTHORIZED AGENT FORM.
- RENEWALS OF INSURANCE, BOND, AND LICENSE ARE **NOT** AUTOMATICALLY PROVIDED TO OUR DIVISION.
- **INSURANCE EXPIRATION DATES VARY.** COVERAGE *TYPICALLY* EXPIRES ONE YEAR AFTER ISSUANCE.
- **ORIGINAL** BONDS SHOULD BE PROVIDED DIRECTLY TO OUR STAFF. **DO NOT DROP OFF OR MAIL.**

DOCUMENTATION AND FEES

INSURANCE, BOND, AND LICENSE DOCUMENTATION

INSURANCE	BOND - \$10K	LICENSE
E-mail certificate of insurance and/or endorsements for review and approval.	E-mail signed electronic scan of bond for review.	E-mail signed electronic scan of documents for review.
	Provide signed original bond for approval.	Provide signed original bond and remaining documents for approval.

INSURANCE, BOND, AND LICENSE FEE SCHEDULE

License Fee	\$50.00
Technology Improvement Surcharge	4% of all ROW transactions

CITY CODE

For information about City Ordinances, Standard Details, Transportation Criteria Manual, etc. go to <https://www.municode.com/library/tx/austin>. For in depth insurance, bond, and license requirements, reference the following sections:

Driveway/Sidewalk Permits – 25-6-231 through 25-6-235

Excavation Permits – 14-11-102 through 14-11-103

Film Permits – 14-6-4

Sidewalk Café – 14-4-7

Temporary Use of Right of Way Permits (includes Dumpster Permits) – 14-11-102 through 14-11-103

Valet Permits – 13-5-4

Vendor Permits – 14-9-21 through 14-9-23

INSURANCE REQUIREMENTS

Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A (bodily injury and property damage) & B (personal and advertising injury). The policy shall contain the follow provisions:

- A. Products and Completed Operations with a minimum limit of \$500,000
- B. Explosion, Collapse, and Underground (XCU) coverage
- C. Independent Contractors coverage

The policy shall be endorsed and certificates **shall reflect the following:**

- A. City of Austin listed as additional insured, Endorsement CG 2010 or equivalent
- B. Waiver of Subrogation in favor of the City of Austin, Endorsement CG 2404 or equivalent
- C. 30 day Notice of Cancellation in favor of the City of Austin, Endorsement CG 0205 or equivalent

Certificate Holder and **ALL ENDORSEMENTS** naming the CITY as Additional Insured, granting Waivers, and providing Notice of Cancellation, shall indicate:

City of Austin, ATTN: Right-of-Way

P.O. Box 1088

Austin, Texas 78767

The REQUESTOR'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better. The "other" insurance clause shall not apply to the CITY where the CITY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the CITY and REQUESTOR, shall be considered primary coverage as applicable. If coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of the AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. The REQUESTOR shall maintain coverage for the duration of this AGREEMENT and for a two year period following the end of this AGREEMENT. The REQUESTOR shall provide the CITY annually with a certificate of insurance as evidence of such insurance. If insurance policies are not written for amounts specified above, the REQUESTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage. The REQUESTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT. The REQUESTOR shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance. The CITY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as the REQUESTOR. The insurance coverages required are required minimums and are not intended to limit the responsibility or liability of the REQUESTOR.

THIS IS A REFERENCE DOCUMENT ONLY. SPECIFIC INSURANCE REQUIREMENTS VARY DEPENDING ON THE NATURE OF WORK AND ASSOCIATED PERMIT. REFER TO THE PERMIT APPLICATION AND/OR REQUIREMENTS PACKET FOR SPECIFICS.

BOND REQUIREMENTS, \$10,000

Annual requirements for a \$10,000 Bond include:

A. The Bond must meet these requirements:

1. Issued in the amount of **\$10,000** on the City of Austin provided from. **(SEE PAGE 5 OF THIS PACKET)**
2. Signed by the Principal and Attorney-In-Fact.
3. List current coverage dates.
4. Be the original issuance.
5. Indicate the company structure.
6. List an execution date.
7. Bonded named must correspond with the Insured named.

B. The Power-of-Attorney must meet these requirements:

1. Be the original issuance.
2. List an identical execution date as the bond.
3. Signed by the President or Vice President.
4. List the Attorney-In-Fact as authorized to sign.

C. The Continuation Bond/Certificate must meet these requirements:

1. Continuation bond/certificate number must be identical to previously collected original bond.
2. Provide a current Power-of-Attorney.
3. List an identical execution date as the continuation bond/certificate.
4. Signed by the Attorney-in-Fact and, if applicable, the Principal.

LICENSE REQUIREMENTS – FAQs

A Right of Way Contractor's License, also known as a Concrete License, is necessary to obtain Driveway/Sidewalk and Excavation permits. It is important to note that a License is NOT synonymous with a Permit.

How long will it take for my License to be issued?

Licenses typically take 10 minutes to be processed once the correct documentation has been reviewed and approved.

How long will my License remain active?

The License remains valid until either the Bond and/or Insurance (on file with our office) expire.

How do I renew my License?

The documentation required to renew the License will vary but may include submitting current versions of all four documents. The individual documents do NOT share expiration dates.

What is the difference between a Bond and a Continuation Certificate?

A Continuation Certificate extends the effective dates of a previously issued Bond. Bonds ALWAYS require a signature from the Principal. Continuation Certificates SOMETIMES require a signature from the Principal.

Why is the original Bond/Continuation Certificate necessary?

Surety companies will only process a claim if the original Bond/Continuation Certificate is provided.

Who can sign the Bond/Continuation Certificate?

Only an officer/member/partner of the company, with signing authority, may sign the Bond/Continuation Certificate.

Why is a Resolution of Authority necessary?

A Resolution of Authority confirms that the officer who signed the bond had the authority to do so. Documentation in lieu of the Resolution should also provide this confirmation.

LICENSE REQUIREMENTS

Annual requirements for a License include:

A. The Bond must meet these requirements:

1. Issued in the amount of **\$10,000** on the City of Austin provided form. **(SEE PAGE 5 OF THIS PACKET)**
2. Signed by the Principal and Attorney-in-Fact.
3. List current coverage dates.
4. Be the original issuance.
5. Indicate the company structure.
6. List an execution date.
7. Bonded named must correspond to the Insured named.

- OR -

A. The Continuation Certificate/Bond must meet these requirements:

1. Continuation certificate/bond number must be identical to previously collected original bond.
2. Provide a current Power-of-Attorney.
3. List an identical execution date as the continuation bond/certificate.
4. Signed by the Attorney-in-Fact and, if applicable, the Principal.

- AND -

B. The Power of Attorney must meet these requirements:

1. Be the original issuance.
2. List an identical execution date as the bond.
3. Signed by the President or Vice President.
4. List the Attorney-In-Fact as authorized to sign.

C. The Certificate of Insurance must meet these requirements:

1. **(SEE PAGE 2 OF THIS PACKET)**

D. The Resolution of Authority (or documentation in lieu of) must meet these requirements:

1. Signed by an Officer/Member of the company who did NOT signed the Bond. If here is only one Officer/Member with signing authority, then the following can be provided in lieu of the Resolution:

- Current Articles of Incorporation
- Current Assumed Name Certificate (DBA)
- Certificate of Formation

2. Indicate the structure of the company (LLC, Partnerships, or Corporation). **(SEE PAGES 6-8 OF THIS PACKET)**
3. Be dated within 6 months of the execution date of the bond.

****A current Resolution of Authority must be provided if the Bond/Continuation Certificate required a Principal's signature.****

E. The Authorized Agent Form must meet these requirements:

1. Grant permission to individuals who may utilize the Right of Way Contractor's License to:
 - Obtain a permit
 - Submit a permit request
2. If not completed in front of Right of Way staff, should be notarized.

****The Principal (named on Bond) AND the Officer/Member (named on Resolution or documentation in lieu) are Authorized Agents by default. (SEE PAGE 9 OF THIS PACKET)****

LICENSE AND PERMIT SURETY BOND

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOWS ALL BY THESE PRESENTS:
BOND NO. _____

PRINCIPAL, _____, (**check one**) a ___ corporation ___ limited liability ___ partnership ___ sole proprietorship, engaged in the construction, repair, excavation, installation, maintenance, or placement of facilities and/or doing such other work that may necessitate the use of certain public rights-of-way within the City of Austin, Texas ("CITY"), AND

SURETY, _____, a solvent company authorized under the laws of the State of Texas to act as surety on bonds for principals, agree to bind ourselves, our successors and assigns, jointly and severally, unto the CITY and to all persons who may suffer injury from any work undertaken by PRINCIPAL hereunder, as OBLIGEES, in the sum of **TEN THOUSAND DOLLARS (\$10,000.00)**.

PRINCIPAL and SURETY are bound to pay this amount to OBLIGEES only if PRINCIPAL fails to fulfill the following obligations:

- a. PRINCIPAL shall indemnify and hold harmless the CITY and all other persons and entities from all claims for damages to any person or property, including all costs and expenses, arising out of PRINCIPAL's use of the right-of-way within the CITY;
- b. PRINCIPAL shall repair any damage and correct any defect to the right-of-way caused by faulty materials or workmanship or when such damage or defect is caused, directly or indirectly, by PRINCIPAL's use of the right-of-way and shall warrant such work for a period of one year following completion of same;
- c. PRINCIPAL shall guarantee the replacement of public property that is disturbed or removed during construction activity;
- d. PRINCIPAL shall construct all safeguards ordered by the CITY to protect the public against hazardous conditions at or adjacent to PRINCIPAL's work site;
- e. PRINCIPAL shall pay all fees, charges, fines, assessments or judgments levied against or incurred by PRINCIPAL which may become due to the CITY or to other persons or entities as a result of the construction activities undertaken hereunder by PRINCIPAL;
- f. PRINCIPAL, its agents and employees shall perform all work in strict compliance with all applicable laws, ordinances, resolutions, rules and regulations; and
- g. PRINCIPAL and SURETY shall not violate any of the terms of this bond

If this bond is canceled or the coverage of this bond is restricted for any reason, SURETY shall immediately deliver written notice of such to the CITY and to the Director of the Austin Transportation Department. The cancellation or restriction becomes effective after thirty (30) working days from the date the CITY receives the notice. Cancellation or restriction does not affect SURETY'S liability on any transaction begun before the effective date of the cancellation or restriction. In the event of cancellation or restriction, PRINCIPAL will be suspended from all rights and privileges and no permit will be issued to PRINCIPAL under Chapter 14-11 of the City Code of Austin and/or no license will be issued to PRINCIPAL under Chapter 25-6 of the City Code of Austin, as applicable. This suspension remains effective until the bond coverage required by the applicable code section is fully restored.

The bond will be binding upon PRINCIPAL and SURETY from the ___ day of _____ 20___, until midnight, the ___ day of _____ 20___.
Signed, sealed, and executed this ___ day of _____, 20__.

PRINCIPAL

BY: _____
(Signature)
Name: _____
Title: _____
Address: _____
Address: _____
Phone: _____

SURETY

BY: _____
(Signature)
Name: _____
Title: _____
Address: _____
Address: _____
Phone: _____

Resolution of Corporate Authority

I, _____ **{name of officer NOT SIGNING bond}** the undersigned
_____ **{title}** of _____ **{name of corporation}** the
"Corporation", hereby certify that:

Corporation is duly organized and existing under the laws of the State of _____. The following is a true and accurate transcript of a Resolution adopted at the _____ **{date}** Board meeting. The Corporation's Board of Directors adopted the Resolution, which is contained in Corporation's minute book, at a duly authorized board meeting. A quorum of Corporation's Board of Directors was present at the entire board meeting and all actions taken at the meeting complied with Corporation's charter and by-laws. The Resolution has not been amended or revoked on the date signed below, and remains in full force and effect.

Resolved, that _____ **{name of officer SIGNING bond}** the _____
{title} of _____ **{name of limited liability company}**, is empowered to sign any and all documents, to take such steps, and to do such other acts and things, on behalf of said Corporation, as in his/her **{strike one}** judgment may be necessary, appropriate or desirable in connection with any License and Permit Surety Bond and related Permit(s) entered into with the City of Austin

Resolved, that all transactions with the City of Austin involving a License and Permit Surety Bond and related Permit(s) by any Officers of the Corporation, in its name and for its account, prior to the adoption of these resolutions, are hereby ratified and approved for all purposes.

Date _____, 20_____.

COMPANY SEAL, IF AVAILABLE



{signature of officer NOT SIGNING bond}

{title}

Resolution of Authority for a Limited Liability Company

I, _____ {**name of member NOT SIGNING bond**}, the undersigned Member of
_____ {**name of limited liability company**} the "Company", hereby certify that:

Company is a limited liability company and is duly organized and existing under the laws of the State of
_____.

Resolved, that _____ {**name of member SIGNING bond**} Member of
_____ {**name of limited liability company**}, is empowered to sign any and all
documents, to take such steps, and to do such other acts and things, on behalf of said Company, as in his/her {**strike**
one} judgment may be necessary, appropriate or desirable in connection with any License and Permit Surety Bond and
related Permit(s) entered into with the City of Austin.

Resolved, that all transactions with the City of Austin involving a License and Permit Surety Bond and related Permit(s)
by any Members of the Company, in its name and for its account, prior to the adoption of these resolutions, are hereby
ratified and approved for all purposes.

Date _____, 20 ____.

COMPANY SEAL, IF AVAILABLE



{**signature of member NOT SIGNING bond**}

Resolution of Authority for a Limited Partnership

I, _____ {name of partner NOT SIGNING bond}, the undersigned
General/Limited {strike one} Partner of _____ {name of partnership} the "Partnership", hereby
certify that:

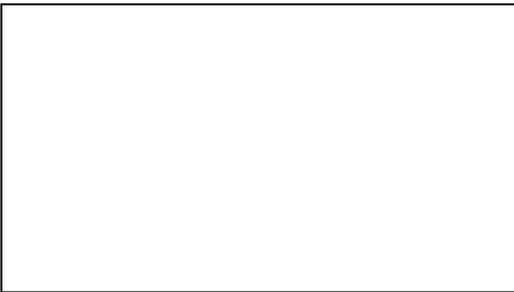
Partnership is a limited partnership and is duly organized and existing under the laws of the State of
_____.

Resolved, that _____ {name of partner SIGNING bond} Partner of
_____ {name of partnership}, is empowered to sign any and all documents, to take
such steps, and to do such other acts and things, on behalf of said Partnership, as in his/her {strike one} judgment may
be necessary, appropriate or desirable in connection with any License and Permit Surety Bond and related Permit(s)
entered into with the City of Austin.

Resolved, that all transactions with the City of Austin involving a License and Permit Surety Bond and related Permit(s)
by any Partners of the Partnership, in its name and for its account, prior to the adoption of these resolutions, are hereby
ratified and approved for all purposes.

Date _____, 20____.

COMPANY SEAL, IF AVAILABLE



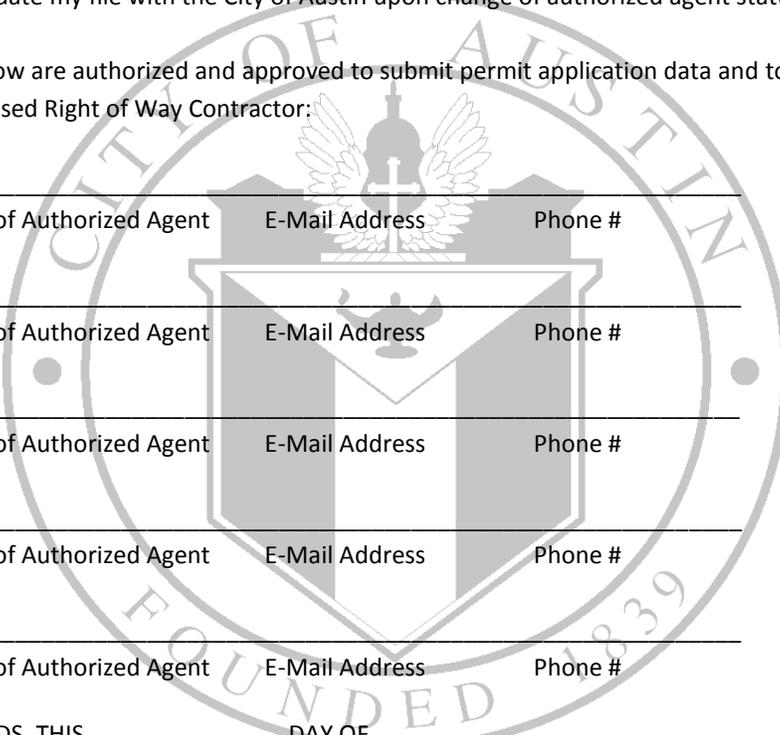
{signature of partner NOT SIGNING bond}

Authorized Agent Form

I, _____ of _____
(Print Name of Principal License Holder) (Print Business Name)

Do hereby authorize the following to act as my Agent(s) in submitting permit applications on behalf of my company, within the corporate limits of the City of Austin. I understand that I am responsible for any applications/documents as submitted by my Agent(s) and that the individual must exhibit this authorization form to the permitting staff upon request. I further acknowledge that this original authorization form is to remain in my permit file for legal reference purposes. It is agreed that the Agent(s) named below may act as the primary contact for request of information by City staff to complete applications. I understand that it is my responsibility to update my file with the City of Austin upon change of authorized agent status.

Persons named below are authorized and approved to submit permit application data and to obtain any right of way permits in regards to the Licensed Right of Way Contractor:

- 
1. _____
Print Name of Authorized Agent E-Mail Address Phone #
 2. _____
Print Name of Authorized Agent E-Mail Address Phone #
 3. _____
Print Name of Authorized Agent E-Mail Address Phone #
 4. _____
Print Name of Authorized Agent E-Mail Address Phone #
 5. _____
Print Name of Authorized Agent E-Mail Address Phone #

WITNESS OUR HANDS, THIS _____ DAY OF _____, _____

I, the undersigned, representing the Licensed Right of Way Contractor, do hereby affirm and swear, under oath, that all information on this form and on accompanying documents are true and correct.

Approved: City of Austin

For the City of Austin Department of Transportation

PRINTED NAME
Principal

SIGNATURE
Principal

STATE OF TEXAS
COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME ON THE ___ DAY OF _____, _____.

NOTARY PUBLIC SIGNATURE