



# Austin Transportation Department

Right of Way Management Division

P.O. Box 1088, Austin, Texas 78767

## REQUIREMENTS FOR ROW LICENSE

Permits for the use of City of Austin Right Of Way may require Insurance, Bond, and/or License.

**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.**

### LICENSE DOCUMENTATION AND FEES

#### LICENSE DOCUMENTATION

- COMPLETE DOCUMENTATION SHOULD BE PROVIDED DIRECTLY TO OUR STAFF. **DO NOT DROP OFF OR MAIL.**

Annual requirements for a License include:

#### **A. The Bond must meet these requirements:**

See [https://austintexas.gov/sites/default/files/files/Transportation/Right\\_of\\_Way/Bond\\_Requirements.pdf](https://austintexas.gov/sites/default/files/files/Transportation/Right_of_Way/Bond_Requirements.pdf).

#### **B. The Certificate of Insurance must meet these requirements:**

See [https://austintexas.gov/sites/default/files/files/Transportation/Right\\_of\\_Way/Insurance\\_Requirements.pdf](https://austintexas.gov/sites/default/files/files/Transportation/Right_of_Way/Insurance_Requirements.pdf).

#### **C. The Resolution of Authority (or documentation in lieu of):**

- Signed by an Officer/Member of the company who did NOT sign the Bond. If there is only one Officer/Member/Partner with signing authority then the following can be provided in lieu of the Resolution:
  - Current Articles of Incorporation

- ii. Current Assumed Name Certificate (DBA)
- iii. Certificate of Formation
- b. Indicate the structure of the company (LLC, Partnerships, or Corporation)
- c. Be dated within 6 months of the execution date of the bond.
- d. A current Resolution of Authority must be provided if the Bond/Continuation Certificate required a Principal's signature. See [https://www.austintexas.gov/sites/default/files/files/Transportation/Right\\_of\\_Way/Resolution\\_of\\_Authority.pdf](https://www.austintexas.gov/sites/default/files/files/Transportation/Right_of_Way/Resolution_of_Authority.pdf) for form.

**D. The Authorized Agent Form must meet these requirements:**

- a. Grant permission to individuals who may utilize the Right of Way Contractor's License to:
  - i. Obtain a permit
  - ii. Submit a permit request
- b. If not completed in front of Right of Way staff, should be notarized.
- c. The Principal (named on Bond) AND the Officer/Member (named on Resolution or documentation in lieu) are Authorized Agents by default. See [https://www.austintexas.gov/sites/default/files/files/Transportation/Right\\_of\\_Way/Authorized\\_Agent\\_Form.pdf](https://www.austintexas.gov/sites/default/files/files/Transportation/Right_of_Way/Authorized_Agent_Form.pdf) for form.

**FEES**

[https://www.austintexas.gov/sites/default/files/files/Transportation/Right\\_of\\_Way/Fiscal\\_Year\\_2018\\_Approved\\_Fees.pdf](https://www.austintexas.gov/sites/default/files/files/Transportation/Right_of_Way/Fiscal_Year_2018_Approved_Fees.pdf)

**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

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

**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: \_\_\_\_\_