

Right-of-way Insurance Requirements Information

- i. **General Liability:** The Licensee shall maintain, throughout the Term of this Agreement, adequate proof of self-insurance (subject to the prior written approval of the CITY) or commercial comprehensive general liability insurance insuring both the LICENSEE and the CITY, and its officers, boards, commissions, elected and appointed officials, agents and employees as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the LICENSEE. General liability coverage can be provided in the form of an endorsement to the LICENSEE's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used) with coverage limits at least:
 1. Five million dollars (\$5,000,000.00) per occurrence for products and completed operations, property damage, bodily injury and personal & advertising injury (including death); and
If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. Coverage shall include premises-operations, explosion collapse and underground hazards, contractual liability and products/completed operations.
 3. For any claims related to this contract, the LICENSEE's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the LICENSEE's insurance and shall not contribute with it.
- ii. **Automobile:** The LICENSEE shall maintain in its own name automobile liability insurance with coverage limits of not less than three million dollars (\$3,000,000) combined single limit each accident for bodily injury and property damage with respect to owned, non-owned and hired vehicles for the operations of which the LICENSEE is responsible. Such policy of automobile liability insurance shall name the CITY as an additional insured.

- iii. **Workers' Compensation and Employer's Liability:** The LICENSEE shall also maintain Workers' Compensation Insurance within the statutory limits and Employer's Liability Insurance with coverage limits of not less than one million dollars (\$1,000,000).
- iv. **Waiver of Subrogation:** LICENSEE hereby grants to Entity a waiver of any right to subrogation which any insurer of said LICENSEE may acquire against the Entity by virtue of the payment of any loss under such insurance. LICENSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
- v. **Evidence of Insurance Policies:** On or prior to the Effective Date, the LICENSEE shall furnish proof to the CITY's City Manager that the foregoing self-insurance is being maintained or insurance policies have been obtained, along with written evidence of payment of required premiums, in the form of a certificate of insurance or adequate proof of self-insurance approved by the CITY.
- vi. **Maintenance of Insurance Policies:** The liability insurance policies required by this section shall be maintained by the LICENSEE throughout the Term of this Agreement and such other period of time during which the LICENSEE operates or is engaged in the removal of the Telecommunications System as subject to CITY inspection and approval. Each such insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 30 days after receipt by the City of Naperville, by registered mail, of a written notice addressed to the City Manager of such intent to cancel or not to renew." Within sixty (60) days after receipt by the CITY of said notice, and in no event later than thirty (30) days prior to said cancellation, the LICENSEE shall obtain and furnish to the CITY replacement insurance policies meeting the requirements of this Section in a form acceptable to the City Attorney. The termination or expiration of insurance without replacement insurance as provided herein, shall automatically terminate the LICENSEE's License.
- vii. **Alterations of Minimum Limitations:** The CITY may, following the Effective Date, increase the minimum limitation(s) of the self-insurance or insurance policy or

policies required in this Section by a percentage not to exceed the percentage increase in the Consumer Price Index for the Chicago Metropolitan Statistical Area as of the Effective Date.

- viii. **No Limit of Liability:** The legal liability of the LICENSEE to the CITY and any Person for any of the matters that are the subject of the insurance policies required by this Section, shall not be limited by said insurance policies or by the recovery of any amounts thereunder.