



# POLICY

## INSURANCE REQUIREMENTS

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State law<sup>1</sup> mandates that any person, partnership, association, corporation, or governmental entity desiring to construct, operate, maintain or remove a facility or perform any other work within the right-of-way of a county road must first obtain a permit from the Board of County Road Commissioners of the County of Kalamazoo ("Board"). It is the policy of the Board that any such Permit Holder must demonstrate compliance with the following insurance requirements.

### **MINIMUM INSURANCE REQUIREMENTS FOR ALL PERMITTED ACTIVITIES PERFORMED BY CONTRACTORS**

(Except permits related to transportation, wireless service, video service, and telecommunications service.)

**General Liability**           \$ 2,000,000 each occurrence  
                                      \$ 3,000,000 Products/Completed Operations aggregate  
                                      \$ 3,000,000 aggregate

**In addition, the General Liability insurance policy shall be endorsed to add the Board as an "Additional Insured Party" on the policy. The endorsement must state:**

"The Board of County Road Commissioners of the County of Kalamazoo, the Road Commission of Kalamazoo County and their officers, agents, and employees, are named as additional insured parties as their interest may appear."

### **Automobile Liability - Bodily Injury and Property Damage (covering all owned, non-owned and hired automobiles)**

\$ 2,000,000 combined limit aggregate  
\$ 1,000,000 property damage per occurrence  
\$ 500,000 bodily injury per person, per occurrence

### **WORKER'S COMPENSATION INSURANCE REQUIREMENTS FOR RCKC CONTRACTORS AND SUBCONTRACTORS**

<b>Workers' Compensation Insurance – Part I</b>	Statutory Limits
<b>Employers Liability Insurance – Part II</b>	\$500,000 Each Accident
	\$500,000 Disease - Each Employee
	\$500,000 Disease - Policy Limit

### **INSURANCE REQUIREMENTS FOR RESIDENTIAL DRIVEWAY AND MISCELLANEOUS PERMITS FOR WORK TO BE PERFORMED BY HOMEOWNERS**

**All Homeowners desiring to perform any kind of work within the right-of-way on their own without contracting the work to a commercial entity must agree, as a condition of the permit, to fully indemnify and hold harmless the RCKC against any and all claims, allegations, actions, proceedings, liabilities, judgments, losses, costs, expenses (including attorney's fees), and damages arising out of (1) the negligent performance or attempted performance of the work described in the permit, or (2) the violation of the terms and conditions of the permit by the Permit Holder, its officers, agents, or employees, or (3) work performed or attempted to be performed by the Permit Holder that is not authorized by the permit, or (4) the continued existence of the operation or facility which is the subject of the permit.**

The goal of the Board's insurance requirements is to assure that any claims or legal actions brought against the Board because of the permittee's activities in the public road right-of-way will be defended and paid for by permittee's insurance carrier and will not result in any cost to the Board. The amounts and types of coverages listed above are subject to the Board's discretion and may change as needed to protect the Board from unnecessary risk exposure.

Adopted:           8/9/94  
Amended:         1/4/11  
Amended:         11/8/22

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<sup>1</sup> MCL 224.19b