



OUR FUTURE IN EVERY DRÖP

Trucked Waste Hauler Insurance Requirements

Exhibit A:

Before a permit is issued the contractor who is hauling the wastewater shall have obtained all insurance required under this Exhibit. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
 - a. Blanket contractual liability
 - b. Broad form property coverage
 - c. Personal injury
2. Insurance Services Office from covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

B. Minimum Limits of Insurance

Permittee shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and a \$2,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or shall be designated as project specific or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.
Bodily Injury by Disease - \$1,000,000 policy limit.
Bodily Injury by Disease - \$1,000,000 each employee.

Other Insurance Provision Requirements

Additional Insured Requirements:

1. The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:
 - a. The City of Santa Rosa, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Permittee; products and completed operations of the Permittee; premises owned, occupied or used by the Permittee; or automobiles owned, leased, hired or borrowed by the Permittee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Santa Rosa, its officers, officials, employees, agents or volunteers.
 - b. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Santa Rosa, its officers, officials, employees, agents or volunteers.
 - c. The Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.



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- d. Permittee shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the City of Santa Rosa and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the City of Santa Rosa and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the City Clerk. Such insurance shall be maintained from the time work first commences until completion of the work under this agreement. Permittee shall replace such certificates for policies expiring prior to completion of work under this agreement.
- f. Subrogation Waiver - Permittee agrees to waive subrogation rights against City of Santa Rosa regardless of the applicability of any insurance proceeds, and to require all Permittees, contractors, subcontractors or others involved in any way with the services to do likewise.