

**CENTRAL CONTRA COSTA SANITARY DISTRICT (DISTRICT)
WASTE HAULER INSURANCE REQUIREMENTS**

PERMITEE shall, at its own expense, procure and maintain the following types of insurance with the specified terms and conditions as detailed below. Coverage must be in place while the permit is in effect.

1) WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

- a. Workers' Compensation Insurance shall be provided as required by law.
- b. Employers Liability Insurance shall be provided in amounts not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease.
- c. The insurer shall waive all rights of subrogation against the DISTRICT, its officers, directors, and employees.

2) COMMERCIAL GENERAL LIABILITY INSURANCE

- a. PERMITEE shall maintain General Liability Insurance in any combination of primary, excess or umbrella insurance, covering all operations by or on behalf of PERMITEE.
- b. The policy shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 providing coverage on an 'occurrence' basis and include products and completed operations, property damage and bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- c. The DISTRICT, its officers, directors, and employees shall be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of PERMITEE, including materials, parts or equipment furnished in connection with such work or operations. Coverage can be provided either as a policy provision or via endorsement providing coverage at least as broad as ISO form CG 20 10 (07/04), CG 20 26 (07/04), CG 20 33 (07/04) or CG 20 38 (07/04) and CG 20 37 (07/04).
- d. For any claims related to this agreement, the PERMITEE's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 (04/13) as respects the DISTRICT, its officers, directors, and

employees. Any insurance or self-insurance maintained by the DISTRICT shall be excess of the PERMITEE's insurance and shall not contribute with it.

3) AUTO LIABILITY INSURANCE

PERMITEE shall maintain Automobile Liability Insurance in any combination of primary, excess or umbrella insurance.

- a. The policy shall offer coverage at least as broad as Insurance Services Office (ISO) form CA 00 01 covering all vehicles used in performance of the work.
- b. The policy shall provide limits not less than \$1,000,000 per accident for bodily injury and property damage.

4) OTHER PROVISIONS

The following provisions shall also apply:

- a. **Acceptable Insurers** - Each required insurance policy shall be placed with insurance companies licensed to do business in California that have been rated at least 'A VII' by A. M. Best.
- b. **Notice of Cancellation** - Each required insurance policy shall state, or be endorsed to state, that coverage shall not be canceled or reduced without thirty (30) days' prior written notice to the DISTRICT or (10) days' notice for cancellation for nonpayment of premiums.
- c. **Waiver of Subrogation** – PERMITEE hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of PERMITEE may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. PERMITEE agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the PERMITEE has received a waiver of subrogation endorsement from the insurer.
- d. **Self-Insured Retentions** – Self-insured retentions must be declared to and approved by the DISTRICT. The DISTRICT may require PERMITEE to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the retention. The coverage shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the DISTRICT.

- e. **Verification of Insurance Coverage** – The DISTRICT utilizes the services of Ebix, Inc. to confirm insurance compliance and to collect electronic copies of Certificates of Insurance. PERMITEE shall submit all required information to Ebix, Inc with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required herein. All certificates and endorsements shall be verified by EBIX and accepted by the DISTRICT before work commences. The DISTRICT may also require copies of Policy Declarations Pages and Schedules of Policy Endorsements. PERMITEE shall provide insurance documentation to centralsan@ebix.com for processing.

Failure to obtain the required documents prior to the beginning of work shall not waive PERMITEE's obligation to provide them.

The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required herein at any time.

- f. **Claims Made Policies** - If any of the required insurance policies provide claims-made coverage the following provisions shall also apply:
- i. The Retroactive Date must be shown and must be before the date of the agreement or the beginning of contracted work.
 - ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - iii. If coverage is cancelled or non-renewed and not replaced with another claims-made policy for with a Retroactive Date prior to the agreement effective date, PERMITEE must purchase 'extended reporting' coverage for a minimum of five (5) years after the completion of work.
- g. **Special Risks or Circumstances** - The DISTRICT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- h. **Non-compliance** - In the event PERMITEE fails to comply with this Section, the DISTRICT may take such action as the DISTRICT deems necessary to protect the DISTRICT's interest. Such action may include but is not limited to termination of the permit, or other actions as the DISTRICT deems appropriate.