

SOLANO COUNTY WATER AGENCY

WATER FACILITIES ORDINANCE

PERMIT GENERAL PROVISIONS

(Higher Risk Insurance Provisions)

1. Applicant agrees to comply with all of the terms and conditions of this permit, including any supplemental conditions, and with the provisions of Solano County Water Agency (SCWA) Facilities Ordinance (Ordinance No. 1).
2. This permit does not grant, alter or affect any existing water right in any manner.
3. Issuance of this permit does not relieve the owner of the responsibility for perpetuating natural drainage from all adjacent properties.
4. The top of cuts and the toe of fills for earthwork covered by this permit shall not be closer than five (5) feet from any property line or road right-of-way.
5. Nothing contained in this permit shall impose any responsibility on SCWA, or its directors, officers, employees, or authorized volunteers for any errors or omissions of any kind or nature in any plans or information submitted to the General Manager, and no permit shall be deemed a certification by SCWA or its directors, officers, employees, or authorized volunteers as to the accuracy or correctness of any documents submitted in support of Applicant's request for such permit. Nothing contained in this permit shall impose any liability on SCWA for property damage or personal injury as a result of work performed under the permit, or any responsibility for materials, labor, workmanship, or compliance to the plans or to the conditions of the permit.
6. The issuance of this permit shall not be considered a waiver for any other permit that may be required of other agencies. Applicant shall be responsible for obtaining all other necessary permits and releases prior to beginning work, including complying with the requirements of the State Department of Fish and Game, if applicable.
7. Upon the completion of authorized work, Applicant shall restore all property and SCWA water facilities to the condition they were in prior to the start of work, or better.
8. Applicant shall maintain the security of SCWA property and facilities including restricting public access to the property and facilities and keeping all gates closed and locked.
9. Applicant shall not interfere with activities performed by or on behalf of SCWA during the term of a permit.
10. Applicant shall be knowledgeable of the hazards associated with water facilities, and shall act with caution when performing work for which a permit is issued. Applicant shall be aware that said work is performed at Applicant's own risk, and that SCWA offers no guarantee that SCWA water facilities, property and easements are maintained in any condition other than for the convenience of SCWA.

11. Issuance of this permit does not give any permanent rights to SCWA property or easements. SCWA reserves the right to continue to use property or easements over which works authorized by this permit may be constructed.
12. If SCWA does not possess fee title to the land where the permitted work is to be undertaken, Applicant shall be responsible for receiving necessary permission from property owners to perform required work.
13. To the fullest extent permitted by law, Applicant shall indemnify and hold harmless and defend SCWA, its directors, employees, or authorized volunteers, and each of them from and against:
 - a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including SCWA and/or Applicant, or any directors, officers, employees, or authorized volunteers of SCWA or Applicant, and damages to or destruction of property of any person, including but not limited to, SCWA and/or Applicant and their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this permit, however caused, regardless of any negligence of SCWA or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct or active negligence of SCWA or its directors, officers, employees, or authorized volunteers;
 - b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Applicant.
 - c. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Applicant to faithfully perform all of its obligations under the permit. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Applicant shall defend, at Applicant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against SCWA or SCWA's directors, officers, employees, or authorized volunteers.

Applicant shall pay and satisfy any judgment, award or decree that may be rendered against SCWA or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding.

Applicant shall reimburse SCWA and its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Applicant agrees to carry insurance for this purpose as set out in the specifications. Applicant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by SCWA, or its directors, officers, employees, or authorized volunteers.

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14. **Commercial General Liability and Automobile Liability Insurance** - Applicant shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - Applicant shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Agency) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. SCWA, its directors, officers, employees, or authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Applicant; products and completed operations of Applicant; premises occupied or used by Applicant; or automobiles owned, leased, hired or borrowed by Applicant. The coverage shall contain no special limitations on the scope of protection afforded to the SCWA, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this permit, Applicant's insurance shall be primary insurance as respects SCWA, its directors, officers, employees, or authorized

volunteers. Any insurance, self-insurance, or other coverage maintained by SCWA, its directors, officers, employees, or authorized volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCWA, its directors, officers, employees, or authorized volunteers.
4. Applicant'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.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Applicant, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to SCWA.

Such liability insurance shall indemnify Applicant or his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, Applicant for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability and completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to SCWA.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by SCWA. At the option of SCWA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-:VII or equivalent or as otherwise approved by SCWA.

Workers' Compensation and Employer's Liability Insurance – Applicant and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the activities related to the permit, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Applicant shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Evidences of Insurance - Prior to approval of the permit, Applicant shall file with SCWA a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against SCWA (if builder's risk insurance is applicable). Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

Applicant shall, upon demand of SCWA, deliver to SCWA all such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this agreement, the Applicant shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against SWCA (if builder's risk insurance is applicable) to SCWA at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Applicant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Applicant's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.