



# PROPERTY ENTRY PERMIT

**Property:** Wastershed – Siesta Valley  
100 Gateway Blvd, Orinda

**District Contacts:** Matt Elawady  
510-287-1248  
Matt.elawady@ebmud.com

**District:** East Bay Municipal Utility District  
P.O. Box 24055, MS 903 (LA)  
Oakland, CA 94623

Scott Hill  
510-287-2023  
scott.hill@ebmud.com

**Permittee:**

**Permittee Contact:**

**Permit Area:** This is an area, within portion of the properties, identified in **Exhibit A**, attached hereto and made a part hereof (hereinafter together “Property”), wherein Permittee can conduct the activities authorized by this Permit.

**Term:** Multiple Visits April 1 Through April 15, 2025, **Hours:** 7:30 AM to 5 PM

**Purpose:** The purpose of the Property Entry Permit is to allow access to, and inspection of, the Performing Arts Center and its improvements in District Watershed Property

**Fees:** **Application:** \$0 **Use:** \$0 **Inspection:** \$0

Permission is hereby granted to the Permittee and/or its authorized agents to enter onto Property in order to access Permit Area for the sole purpose of viewing, conduct condition assessments, or engineering inspections of improvements on the property during said Term, and does not include or imply permission to engage in any other activities or work. This permission is given subject to the following terms and conditions:

- Permittee's activities authorized by this Permit shall at no time interfere with the operations of District. Furthermore, Permittee shall not cause any damages whatsoever, including but not limited to the land, improvements or other property of District or any private improvements or other property. Permittee is responsible for the cost to restore or repair damaged property and/or to reimburse the District for any third-party claim, including attorney's fees arising from such damage.
- Permittee hereby understands and agrees that District reserves the right to cancel this Permit at any time for any reason whatsoever (without penalty), including but not limited to, damage to Property by Permittee, or the security of District's facilities and/or structures or Property are at risk, or if any of the terms and conditions of this Permit have been or are being violated.
- Permittee shall not store any equipment or material on Property except as noted above.
- Permittee and/or its authorized agents must have a copy of this Permit in possession while on Property.
- It is understood by Permittee that pets, firearms, smoking and fires of any kind are prohibited.
- Permittee agrees to hold the District harmless and assume all risk of personal injury and of damage to any and/or all of Permittee's property, unless caused solely by the District's willful misconduct while operating under this Permit.
- Permittee expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees,

arising out of or resulting from Permittee's, its associates', employees', subconsultants', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Permit..

Where applicable by law, the duty to indemnify, including the cost to defend is limited in accordance with California Civil Code § 2782.8.

- Permittee will not generate, store or dispose of any hazardous materials on, under or about the Permit Area and/or anywhere on Property.

Definition of Hazardous Materials: In this Lease, "hazardous materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances by any law or statute now or after this date in effect in the state in which the Premises are located; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").

- Permittee agrees upon completion of its work arising out of operation or performance under this Permit to restore the surface of the ground to a condition satisfactory to District.
- It is understood by Permittee that this permission is subject to all existing rights, rights-of-way, reservations and easements held by any other parties in and to the Property.
- Permittee shall keep all gates closed and shall ensure that gates are locked upon conclusion of this Permit and/or at any time when Permittee is not on Property.
- Permittee agrees that no permanent installation of any kind will be made on the Property.
- If Permittee is authorized to store any equipment, debris, or materials on Property, Permittee shall remove all equipment, debris, and materials, prior to conclusion of this Permit.
- It is understood by Permittee that all plants and animal life specimens, materials or artifacts found on Property shall remain the property of District and shall not be removed without the prior written consent of District.
- Permittee's activities shall be subject to inspection by District.
- Insurance Requirements are as stated in Exhibit C, Insurance Requirements, attached hereto and made a part hereof. Insurance requirements can be satisfied by a letter of self-insurance from the Permittee.

DISTRICT EAST BAY MUNICIPAL UTILITY DISTRICT

Approved By: \_\_\_\_\_  
Scott Hill  
Manager of Watershed and Recreation

**The foregoing conditions are accepted and agreed to:**

PERMITTEE:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit A**  
**SIESTA VALLEY WATERSHED PROPERTY**

Site Address **100 GATEWAY BLVD ORINDA, CA 94563**  
Parcel No. (APN) [265-160-017-9](#)  
LightBox Parcel ID **0206EK58MBS6UXJ5F2DS4D**

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Land Use **MISCELLANEOUS**  
**GOVERNMENTAL, PUBLIC**

Buildings [4 Buildings](#)

Building Area  
Lot Area [42,576,873 SF \(977.43 ACRES\)](#)

Year Built

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Owner (Assessor) [EAST BAY MUNICIPAL UTILITY](#)

Owner Address (Assessor) **PO BOX 24055 OAKLAND, CA 94623**

Total Assd. Value **\$864,481**

Last Market Sale [3/11/74](#)

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Opportunity Zone **No**

Hazards [1/4 Present](#)

[Add to List](#) [Full Property Detail](#) [More](#)

Structures [v](#)



**EXHIBIT “C”  
INSURANCE CERTIFICATES**

**I. Provisions Applicable to All Required Insurance**

A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, PERMITTEE shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.

B. PERMITTEE shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit D to the DISTRICT. The Exhibit D may be signed by an officer of the PERMITTEE (Agent) or by the Insurance Broker for the PERMITTEE. PERMITTEE shall update Exhibit D throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit D prior to the expiration date of any of the required insurance. The updated Exhibit D shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and PERMITTEE shall not commence Services until such insurance has been accepted by the DISTRICT.

C. PERMITTEE shall carry and maintain the minimum insurance requirements as defined in this Agreement. PERMITTEE shall require any sub-PERMITTEE to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by sub-PERMITTEE.

D. Acceptance of verification of Insurance by the DISTRICT shall not relieve PERMITTEE of any of the insurance requirements, nor decrease liability of PERMITTEE.

E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.

F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.

G. At the option and request of the DISTRICT, PERMITTEE shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.

H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.

I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.

J. PERMITTEE shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

K. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

L. Insurance must be maintained and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having PERMITTEE's insurance broker or agent update, sign and return Exhibit D to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.

M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, PERMITTEE must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.

N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.

O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.

P. PERMITTEE agrees to provide immediate Notice to the DISTRICT of any loss or claim against PERMITTEE arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.

Q. PERMITTEE agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)

R. It is PERMITTEE's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

**S. Notice of Cancellation/Non-Renewal/Material Reduction** The insurance requirements hereunder are mandatory and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by PERMITTEE, should PERMITTEE breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the PERMITTEE's insurance broker or agent update, sign and return this Exhibit D

## **II. Workers' Compensation and Employer's Liability Insurance Coverage**

A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:

Coverage A. Statutory Benefits Limits

Coverage B. Employer's Liability of not less than:

Bodily Injury by accident: \$1,000,000 each accident

Bodily Injury by disease: \$1,000,000 each employee

Bodily Injury by disease: \$1,000,000 policy limit

B. PERMITTEE's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

C. If there is an onsite exposure of injury to PERMITTEE, subPERMITTEE, and/or subPERMITTEE's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.

D. If PERMITTEE is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, PERMITTEE must return the completed Verification of Insurance confirming that PERMITTEE has no employees and is exempt from the State of California Workers' Compensation requirements.

E. If PERMITTEE is self-insured with respect to Workers' Compensation coverage, PERMITTEE shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."

F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that PERMITTEE and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. PERMITTEE shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to PERMITTEE's failure to provide waiver of subrogation from the insurance carrier.

**Verification of Workers' Compensation and Employer's Liability Insurance Coverage**

By checking the box and signing below, I hereby verify that the PERMITTEE is exempt from the State of California's requirement to carry workers' compensation insurance.

As the PERMITTEE's insurance broker/agent, I hereby verify that I have reviewed and confirmed that the PERMITTEE carries workers' compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ \_\_\_\_\_

Policy Limit: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_



### III. Commercial General Liability Insurance (“CGL”) Coverage

- A. PERMITTEE’s insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the PERMITTEE.
- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:  
Bodily Injury and Property Damage     \$2,000,000 per occurrence & aggregate  
Personal Injury/Advertising Injury     \$2,000,000 per occurrence & aggregate  
Products/Completed Operations     \$2,000,000 per occurrence & aggregate
- D. Coverage must be on an occurrence basis.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by PERMITTEE and/or subPERMITTEE under this Agreement.
- F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.
- G. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by SubPERMITTEE on PERMITTEE’s behalf.
- I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by PERMITTEE under this Agreement as an “insured contract.”
- J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the PERMITTEE and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. PERMITTEE shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from PERMITTEE’s failure to provide the waiver of subrogation from its insurance carrier(s).
- K. “Independent PERMITTEE’s Liability” shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of PERMITTEE, in any way related to Services performed under this Agreement.

- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that PERMITTEE’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limit(s).

**Verification of Commercial General Liability (CGL) Insurance Coverage**

As the PERMITTEE'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the PERMITTEE carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ \_\_\_\_\_

Policy Limit: Per Occurrence: \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_

#### **IV. Business Auto Liability Insurance Coverage**

PERMITTEE's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

- A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the PERMITTEE.
- B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:  
Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000  
Bodily Injury and Property Damage: \$2,000,000
- C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile  
  
This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").
- D. If PERMITTEE is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.
- E. If PERMITTEE's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to PERMITTEE's and/or SubPERMITTEE's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the PERMITTEE's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.
- F. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of PERMITTEE, in any way related to Services performed under this Agreement.
- G. A severability of interest provision must apply for all the Additional Insureds, ensuring that PERMITTEE's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

**Verification of Business Auto Liability Insurance Coverage**

As the PERMITTEE'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the PERMITTEE carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ \_\_\_\_\_

Policy Limit: Per Accident/Occurrence \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_

**V. Professional Liability (also known as Errors and Omissions) Insurance Coverage**

- A. PERMITTEE's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
  
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the PERMITTEE.

- C. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:

Each Claim or Occurrence Limit: \$2,000,000  
Aggregate Limit: \$2,000,000

- D. If Coverage is written on a claims-made form, the following shall apply:

- 1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
- 2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
- 3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, PERMITTEE must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

- E. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

- F. Coverage shall be included for all premises and operations in any way related to this Agreement.

**Verification of Professional Liability (Errors and Omissions) Insurance Coverage**

As the PERMITTEE'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the PERMITTEE carries Professional Liability insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ \_\_\_\_\_

Policy Limit: Per Claim \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_

## **VI. Pollution Liability Insurance Coverage**

- A. PERMITTEE's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the PERMITTEE.
- C. Minimum Requirements: Pollution Liability Insurance with minimum limits, as follows:  
Each Claim or Occurrence Limit: \$2,000,000;  
Aggregate Limit: \$2,000,000.
- D. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, pertaining to, or in any way resulting from any Services performed by PERMITTEE under this Agreement; including any transportation of hazardous wastes, hazardous materials, or contaminants.
- E. If Coverage is written on a claims-made form, the following shall apply:
1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
  2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
  3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, PERMITTEE must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.
- F. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

**Verification of Pollution Liability Insurance Coverage**

As the PERMITTEE'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the PERMITTEE carries Pollution Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ \_\_\_\_\_

Policy Limit: Per Claim \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_



## **VII. Excess and/or Umbrella Liability Insurance Coverage**

- A. PERMITTEE's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the PERMITTEE.
- C. Minimum Requirements: It is expressly understood by the parties that PERMITTEE's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement.
1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
  2. Coverage shall be included for all premises and operations in any way related to this Agreement.
  3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
  4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by SubPERMITTEE on PERMITTEE's behalf.
  5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by PERMITTEE under this Agreement as an "insured contract."
  6. "Independent PERMITTEE's Liability" shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
  7. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of PERMITTEE, in any way related to Services performed under this Agreement.
  8. A severability of interest provision must apply for all the Additional Insureds, ensuring that the PERMITTEE's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's limits.
  9. PERMITTEE and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and PERMITTEE shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).
- D. PERMITTEE shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

**Verification of Excess and/or Umbrella Liability Insurance Coverage**

As the PERMITTEE'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the PERMITTEE carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_

## VIII. Aircraft/ Unmanned Aerial Vehicle Liability

PERMITTEE shall maintain, or cause any sub-contractor performing aircraft-related services under this Agreement to maintain, Aircraft/Unmanned Aerial Vehicle (aka Drone) Liability coverage, including but not limited to, coverage for bodily injury, including death, and property damage arising from the ownership, operations, maintenance, or use of any aircraft in the performance of services under this Agreement. The required coverage limits shall be the greater of the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, including applicable Umbrella or Excess Limits, or the following: \$10,000,000 per occurrence or accident.

To the fullest extent permitted by law, the District and its directors, officers, officials, agents, volunteers and employees must be covered as Additional Insureds under the policy with respect to liability arising out of, or in connection with, the services to be performed by Permittee and/or its subcontractors under this Agreement. Such policy or policies shall contain or be endorsed to contain a provision that coverage shall also apply on a primary and non-contributory basis to the District *before* the District's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

**Verification of Aircraft/ Unmanned Aerial Vehicle Liability**

**As the PERMITTEE'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the PERMITTEE carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

**Self-Insured: Amount: \$** \_\_\_\_\_

**Policy Limit: Per Occurrence:** \_\_\_\_\_ **Aggregate: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:** \_\_\_\_\_