

CITY OF STOCKTON
INEDIBLE KITCHEN GREASE MANIFEST SIGNATURE AGREEMENT

THIS AGREEMENT is made and entered into on this day of _____, 20____, by and between the CITY OF STOCKTON, hereinafter referred to as "CITY", and the LIQUID WASTE HAULER PERMITTEE indicated below, hereinafter referred to as "PERMITTEE".

PERMITTEE:

BUSINESS NAME: _____

OWNER (or Corporate Officer) NAME: _____

RECITALS

WHEREAS, the State of California Department of Food and Agriculture recently passed legislation regarding Inedible Kitchen Grease Manifest requirements, referred to in Article 42, Subchapter 2, Chapter 4, Division 2, of Title 3 of the California Code of Regulations, Section 1180.24, which became effective April 1, 2013; and

WHEREAS, CITY represents the receiving facilities for liquid waste discharge within the service area of City of Stockton and PERMITTEE is the transporter of inedible kitchen grease being discharged at CITY'S receiving facilities; and

WHEREAS, CITY and PERMITTEE desire to enter into an Agreement authorizing the PERMITTEE to sign on the CITY'S behalf on the receiving facility's part of the Inedible Kitchen Grease Manifest; and

WHEREAS, CITY and PERMITTEE desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, CITY and PERMITTEE agree as follows:

1. ASSIGNMENT OF SIGNATURE AUTHORITY

A. CITY authorizes PERMITTEE to sign on the CITY'S behalf on the receiving facility's part of the Inedible Kitchen Grease Manifest required by the State, hereinafter referred to as "Manifest", as long as PERMITTEE adheres to the applicable requirements of Article 42, Subchapter 2, Chapter 4, Division 2, of Title 3 of the California Code of Regulations, Section 1180.24, "Requirements to document and track the collection, transport, and receipt of inedible kitchen grease", hereinafter referred to as "CA Title 3 Section 1180.24", which is attached hereto and

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incorporated herein as Exhibit A, and PERMITTEE continues to abide by all of the CITY'S permit requirements, including indemnification and insurance requirements.

- B. By granting PERMITTEE this authority, CITY recognizes PERMITTEE'S signature shall also be verifying on CITY'S behalf, all of the requirements listed under CA Title 3 Section 1180.24, subsection d.13.A.

2. ACCEPTANCE OF SIGNATURE AUTHORITY

- A. PERMITTEE agrees to sign on the CITY'S behalf on the receiving facility's part of the Manifest in accordance with the requirements of CA Title 3 Section 1180.24.
- B. By agreeing to sign the Manifest on the CITY'S behalf, PERMITTEE is also agreeing to verify all of the requirements listed under CA Title 3 Section 1180.24, subsection d.13.A on the CITY'S behalf, and to continue to abide by all of the CITY'S permit requirements, including indemnification and insurance requirements.

3. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until terminated in writing by either party, and/or termination or lapse of PERMITTEE'S wastewater discharge permit.

4. COMPLIANCE WITH LAWS

- A. PERMITTEE shall observe and comply with all applicable Federal, State, County, and CITY laws, regulations, and ordinances.
- B. CITY shall observe and comply with all applicable Federal, State, County, and CITY laws, regulations, and ordinances. CITY is not liable for PERMITTEE'S failure to provide manifests to the CITY.

5. LICENSES AND PERMITS

PERMITTEE shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of San Joaquin, and all other appropriate governmental agencies, including any certification and credentials required by CITY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by CITY.

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6. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

7. INSURANCE

During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage set forth on the attached Exhibit 9 and shall otherwise comply with the provisions of Exhibit 9.

8. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO CITY:

City of Stockton
Municipal Utilities Department
Environmental Control Section
2500 Navy Drive
Stockton, CA 95206

TO PERMITTEE:

Send to the address on file with CITY for PERMITTEE'S Waste Hauler Permit.

9. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in San Joaquin County, California.

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10. STATUS OF PERMITTEE

- A. It is understood and agreed that PERMITTEE (including PERMITTEE'S employees) is an independent entity or individual and that no relationship of employer-employee exists between the parties hereto; and as an independent entity or individual, PERMITTEE hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. If, in the performance of this Agreement, any third persons are employed by PERMITTEE, such person shall be entirely and exclusively under the direction, supervision, and control of PERMITTEE. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by PERMITTEE, and the CITY shall have no right or authority over such persons or the terms of such employment.
- C. It is further understood and agreed that as an independent entity or individual and not an employee of CITY, neither the PERMITTEE, nor PERMITTEE'S personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as agent, except with the signature authority authorized by this Agreement, nor to bind CITY to any obligation whatsoever. PERMITTEE shall not be covered by worker's compensation; nor shall PERMITTEE be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the CITY to employees of the CITY.

11. SUCCESSORS

This Agreement shall bind the successors of CITY and PERMITTEE in the same manner as if they were expressly named.

12. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

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13. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, PERMITTEE shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

14. TERMINATION

Either party may terminate this Agreement without cause upon written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by CITY to PERMITTEE and it is later determined that PERMITTEE was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph.

15. AUDITS AND RECORDS

- A. PERMITTEE shall submit all waste manifests to CITY in accordance with existing permit requirements as well as keep records for his/her/it-self.
- B. Both parties shall comply with any requests for copies of manifest documents by the representatives of the California Department of Food and Agriculture and/or law enforcement agencies. Said records can be electronic or hard copies.

16. SURVIVAL OF TERMS

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

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17. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

CITY OF STOCKTON:

By: JOHN ABREW DIRECTOR OF MUNICIPAL UTILITIES	Date

PERMITTEE:

By: _____	Date
Title: _____	

EXHIBIT A
California Code of Regulations Section 1180.24

California Code of Regulations
Title 3. Food and Agriculture
Division 2. Animal Industry
Chapter 4. Meat Inspection
Subchapter 2. Rendering and Pet Food
Article 42. Transporters of Inedible Kitchen Grease (Refs & Annos)
Section 1180.24. Requirements to Document and Track the Collection, Transport, and Receipt of Inedible Kitchen Grease.

(a) Pursuant to section 19316.5 of the Food and Agricultural Code, the Department is establishing a system for documenting and tracking the transportation of inedible kitchen grease in order to ensure the proper disposal or recycling of that material.

(b) Definitions:

(1) "Authorized receiving facility" or "receiving facility" means a licensed renderer, a licensed collection center, a facility or operation authorized to receive and process inedible kitchen grease pursuant to the Integrated Waste Management Act (Public Resources Code 40000 et seq.), or a permitted wastewater treatment facility, such as a publicly owned treatment works, that accepts the direct receipt of transported inedible kitchen grease, or other facility approved by the Department to receive inedible kitchen grease.

(2) "Generator" means any location where inedible kitchen grease is collected from a grease container, grease interceptor, or grease trap, including, but not limited to, a collection center or any food preparation, processing, or handling establishment or facility.

(3) "Inedible kitchen grease" means any fat or used cooking greases and oils obtained from any source pursuant to Food and Agricultural Code section 19216. For purposes of this section, inedible kitchen grease collected from grease traps and grease interceptors, or "interceptor/trap grease", includes all fat, used cooking greases and oils, and all greasy liquid, water and solids contained in a grease trap or grease interceptor.

(4) "Manifest" means a record, in writing, on a fill-in-the-blanks printed or electronic form that is legible and easy to read.

(5) "Weighmaster" means a person holding licensure and is certified with the Department's Division of Measurement Standards in accordance with sections 12700-12736 of the Business and Professions Code.

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(6) "Weighmaster certificate" means an official document issued by a weighmaster that verifies the net weight of a load of inedible kitchen grease.

(7) "Working capacity" means the total volume of all grease, greasy liquid, water and solids contained in the grease trap or grease interceptor when it is in a static state (i.e., with no material flowing in or out of it).

(c) Personal noncommercial transporters of inedible kitchen grease shall keep and maintain a record, in writing, for not less than two years for each collection of inedible kitchen grease. The record shall provide the following information:

- (1) Date and time of collection of inedible kitchen grease.
- (2) Name and address where the inedible kitchen grease was collected.
- (3) Amount (lbs. or gallons) of inedible kitchen grease collected.
- (4) Name of driver who transported the inedible kitchen grease.
- (5) Name and address where the inedible kitchen grease was delivered.

(d) Commercial transporters of inedible kitchen grease shall keep and maintain a manifest for each collection and delivery of inedible kitchen grease. The manifest shall include the following:

- (1) The name of the transporter.
- (2) The name and address of the generator.
- (3) The date and time the inedible kitchen grease was collected.
- (4) The type of inedible kitchen grease collected at each generator, transported, and delivered to the receiving facility. Types of inedible kitchen grease are:

- (A) Used cooking oil.
- (B) Interceptor/trap grease.

(5) The amount, in pounds or gallons, of inedible kitchen grease collected at each generator. The amount of inedible kitchen grease shall be determined by use of a meter, a scale, container calibrations, other accurate measuring device that is approved by the Department, or mathematical calculation using the total empty capacity of the container or containers and the proportion of the container or containers filled with inedible kitchen grease.

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(A) If the mathematical calculation method is used, the total empty capacity of the container or containers that is used in the calculation shall be entered on the manifest. For grease traps and grease interceptors, this is the working capacity of the grease trap or grease interceptor.

(B) If the mathematical calculation method is used, the observed proportion of fill of the container or containers that is used in the calculation shall be entered on the manifest.

(C) For grease traps and grease interceptors, the amount of inedible kitchen grease collected must equal the working capacity of the grease trap or grease interceptor pursuant to Penal Code section 374.5 and Public Resources Code section 16051, unless the transporter meets all conditions for reinsertion of material removed from a grease trap or grease interceptor required by Penal Code subsection 374.5(b).

(6) The printed name and signature of an on-site representative of the generator.

(A) By signing the manifest, the representative of the generator verifies that the information contained in subsections (d)(1), (2), (3), (4), and (5) above is true and correct.

(B) The generator and the transporter of inedible kitchen grease may enter into an agreement, prepared in advance, in writing, and signed and dated by both parties, whereby the generator authorizes the transporter to sign the generator's part of the manifest on its behalf.

(C) Copies of the agreement described in subsection (d)(6)(B) above shall be maintained by the generator and the transporter as long as the agreement is in effect and shall be made available, upon demand, to representatives of the Department and law enforcement agencies.

(D) If a written agreement, as described in subsection (d)(6)(B) above, is not in place and a transporter is unable to obtain the signature of an on-site representative of the generator, the transporter shall attach a statement, explaining why he was unable to obtain a signature, to the generator part of the manifest. A copy of this statement shall be provided to the generator along with the copy of the generator part of the manifest and a copy shall be attached to the generator part of the manifest maintained by the transporter.

(7) The printed name of the driver collecting, transporting, and delivering the inedible kitchen grease and the driver's signature attesting to the accuracy of all information entered on the manifest.

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(8) The number on the Department issued decal affixed to the vehicle transporting the inedible kitchen grease.

(9) The name of the authorized receiving facility where the inedible kitchen grease is received.

(10) The address of the authorized receiving facility where the inedible kitchen grease is received

(11) The date and time the inedible kitchen grease is received by the receiving facility.

(12) The amount, in pounds or gallons, of inedible kitchen grease received by the receiving facility.

(A) For interceptor/trap grease, the amount of inedible kitchen grease received shall be determined by use of a meter, a scale, a weighmaster certificate, container calibrations, other accurate measuring device that is approved by the Department, or mathematical calculation using the total empty capacity of the container or containers and the proportion of the container or containers filled with inedible kitchen grease.

(i) If the mathematical calculation method is used, the total empty volume of the container or containers that is used in the calculation shall be entered on the manifest.

(ii) If the mathematical calculation method is used, the observed proportion of fill of the container or containers that is used in the calculation shall be entered on the manifest.

(B) For used cooking oil, the amount of inedible kitchen grease received shall be determined by use of a meter, a scale, a weighmaster certificate for the load of inedible kitchen grease issued by a Department-licensed weighmaster, container calibrations, or other accurate measuring device that is approved by the Department.

(13) The printed name and signature of a responsible individual at the receiving facility.

(A) By signing the manifest, the representative of the receiving facility verifies that the information contained in subsections (d)(1), (4), (8), (9), (10), (11) and (12) above is true and correct.

(B) For receipt of interceptor/trap grease, the receiving facility and the transporter of inedible kitchen grease may enter into an agreement, prepared in advance, in writing, and signed and dated by both parties, whereby the receiving facility authorizes the transporter to sign the receiving facility's part of the manifest on its behalf.

(C) Copies of the agreement described in subsections (d)(13)(B) above shall be maintained by the receiving facility and the transporter as long as the agreement is in

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effect and shall be made available, upon demand, to representatives of the Department and law enforcement agencies.

(14) A consecutive numerical manifest number to assist transporters, inedible kitchen grease generators, and regulating authorities in tracking the volume of grease transported.

(e) Transporters of inedible kitchen grease shall use a written manifest form of their own creation or they may use the MPES Form 79-124 (Est. 11/12) Manifest - Inedible Kitchen Grease Transport Instructions and Receiving Facility Information, and MPES Form 79-125 (Est. 11/12) Manifest - Inedible Kitchen Grease Transport Generator Information, that the Department shall provide upon request for the cost of production, handling, and postage.

(f) If the manifest is completed and maintained in an electronic format, the manifest and required signatures shall conform to standards established by the California Uniform Electronic Transactions Act, California Civil Code, Title 2.5, Part 2, Division 3 (commencing with section 1633.1).

(g) Manifests shall be divided into three parts and records shall be maintained as follows:

(1) One part of the manifest shall contain all information required in subsections (d)(1), (2), (3), (4), (5), (6), (7), (9) and (14) above.

(A) This part of the manifest shall be kept on the transporting vehicle from the time of inedible kitchen grease collection until receipt of the inedible kitchen grease at a receiving facility and shall be made available, upon demand, to representatives of the Department and law enforcement agencies.

(B) A copy of this part of the manifest shall be given to the generator at the time of inedible kitchen grease collection or it shall be mailed or delivered to the generator no later than 45 calendar days after collection of the inedible kitchen grease.

(2) One part of the manifest shall contain all information required in subsections (d)(1), (4), (7), (8), (9), (10), (11), (12), (13) and (14) above.

(A) A copy of this part of the manifest shall be given to the authorized receiving facility at the time of inedible kitchen grease receipt or it shall be mailed or delivered to the authorized receiving facility no later than 15 business days after receipt of the inedible kitchen grease.

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(B) The receiving facility shall keep and maintain this part of all manifests for two years and shall make such copies available, upon demand, to representatives of the Department and law enforcement agencies.

(3) The third part of the manifest shall have all the information required in subsections (d) above and the transporter shall keep and maintain this part of all manifests for two years and shall make such copies available, upon demand, to representatives of the Department and law enforcement agencies.

Note: Authority cited: Sections 407 and 19380, Food and Agricultural Code. Reference: Sections 19303, 19313.1 and 19316.5, Food and Agricultural Code.

HISTORY

1. Repealer and new section filed 3-7-2012; operative 4-6-2012 (Register 2012, No. 10).
2. Amendment of section heading, repealer and new section and amendment of Note filed 2-25-2013; operative 4-1-2013 (Register 2013, No. 9).

3 CCR § 1180.24, 3 CA ADC § 1180.24

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Exhibit B

Insurance Requirements for Environmental Contractors and/or Consultants

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Environmental Impairment/Pollution Liability**, to include non-aerial spraying of pesticides and herbicides, Groundwater contamination, etc. with limits no less than **\$2,000,000** per occurrence, to include Sudden and Accidental and Environmental cleanup.

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It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to 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 the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

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Claims Made Policies – (Note – applicable only to professional and/or pollution liability)

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of

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Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton Risk Services. At the option of the City of Stockton, the Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the City of Stockton, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the City of Stockton guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the

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following language in their agreement with Subcontractors: "*Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request.*" Contractor shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202