

## EXHIBIT A

### INSURANCE REQUIREMENTS

The Hauler, and any and all of its employees and agents, shall not commence work under this Agreement until it has obtained the insurance required hereunder, and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to County of Muskegon. The requirements below should not be interpreted to limit the liability of the Hauler. All deductibles and SIRs are the responsibility of the Hauler.

The Hauler shall procure and maintain the following insurance coverage:

1. **Workers' Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Contractors Pollution Liability**, on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate.
5. **Additional Insured**: Policy(ies) and coverages as described above, excluding Workers' Compensation Insurance, shall include an endorsement stating the following shall be ***Additional Insureds***: The County of Muskegon, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the County of Muskegon may have in effect shall be considered secondary and/or excess.
6. **Cancellation Notice**: Policies, as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: County of Muskegon, Attention: Procurement, 141 E. Apple Avenue, Muskegon, Michigan 49442.

7. **Proof of Insurance Coverage:** The Hauler shall provide the County of Muskegon at the time the Agreement is returned by him/her/it for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).

If any of the above coverages expire during the term of this contract, the Hauler shall deliver renewal certificates, endorsements, and/or policies to County of Muskegon at least ten (10) days prior to the expiration date.

To the extent reasonably possible, Hauler shall obtain from each of its insurers a waiver of subrogation in favor of County with respect to damages or losses arising out of or in connection with this Agreement in blanket form endorsement.

### **INDEMNIFICATION**

**INDEMNITY; DEFENSES & INDEMNIFICATION:** To the fullest extent permitted by law, the Hauler shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from Hauler's actions under the Type II Hauler Delivery Agreement. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the Hauler, its employees or agents, or the joint negligence of the Hauler, its employee or agents, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.