



**AUTHORIZED RECYCLER
CERTIFICATE OF OPERATION
BUSINESS RECYCLING REQUIREMENT
PURSUANT TO SWA CODE TITLE IV**

Note: Certificate valid July 1 – June 30 and must be renewed each year

APPLICATION DATE _____

ORIGINAL APPLICATION RENEWAL APPLICATION

CONTACT INFORMATION

Applicant Name: _____

DBA Name: _____

Business Street Address (NO P.O. BOXES): _____

City _____ State _____ ZIP _____

Sacramento Business License # _____

Mailing Address (if different) _____

Business Owner/Designated Representative Name: _____

Phone #: _____ Fax: _____

E-mail address: _____

Brief description of services:

SERVICE INFORMATION

DUMPSTER SIZE: (approximate number of dumpster size in service in the City of Sacramento and the unincorporated area of Sacramento County:

1 cu yd	3 cu yd	3 cu yd	4 cu yd	5-10 cu yd	> 10 cu yd

RESPONSIBLE PARTY FOR DUMPSTER RENTAL:

NAME _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

VEHICLES USED FOR HAULING RECYCLABLES.

(Submit additional fleet information if more than three vehicles are used)

Type of vehicle	Make & Model	VIN

MATERIALS COLLECTED:

ALUMINUM CANS	STEEL CANS	OFFICE PAPER
PLASTICS	GLASS BOTTLES / JARS	CORRUGATED CARDBOARD
WOODEN PALLETS	SCRAP METAL	OTHER:
OTHER:	OTHER:	OTHER:

RECYCLING FACILITIES USED:

(Submit additional facility information if more than five facilities are used)

Name of facility	Address / location	Materials delivered

CERTIFICATION:

I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED HEREIN ARE TRUE TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE REVIEWED SACRAMENTO REGIONAL SOLID WASTE AUTHORITY CODE TITLE IV AND WILL COMPLY WITH ALL REQUIREMENTS THEREIN AND IN THE AUTHORIZED RECYCLER CERTIFICATE. I ALSO AGREE TO MAINTAIN IN FULL FORCE AND EFFECT AT ALL TIMES THE INSURANCE REQUIREMENTS IN THE INSURANCE ADDENDUM. I ACKNOWLEDGE THAT I AM COLLECTING ONLY SOURCE SEPARATED RECYCLABLES IN THE SOLID WASTE AUTHORITY REGION.

NAME (OWNER AND/OR REPRESENTATIVE):

TITLE:

DATE:

FOR SWA USE ONLY:

Approved: _____ Date _____

Denied: _____ Date _____

SACRAMENTO REGIONAL SOLID WASTE AUTHORITY (SWA)

INSURANCE REQUIREMENTS FOR AUTHORIZED RECYCLERS

Without limiting Recycler's indemnification, Recycler shall procure and maintain for the duration of the Authorization Certificate, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Recycler, its agents, representatives or employees. SWA shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the SWA Risk Manager, insurance provisions in these requirements do not provide adequate protection for SWA and for members of the public, SWA may require Recycler to obtain insurance sufficient in coverage, form and amount to provide adequate protection. SWA's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

Recycler shall furnish SWA with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The SWA Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of SWA and the general public is adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by SWA before performance commences. SWA reserves the right to require that Recycler provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the Risk Manager.
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 000.
 - a. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - b. Personal Lines automobile insurance shall apply if vehicles are individually owned.
3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

Minimum Limits of Insurance

Recycler shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

2. Automobile Liability:
 - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$2,000,000 Combined Single Limit or \$1,000,000 Combined Single Limit where each vehicle has a gross vehicle weight (GVW) of 20,000 lbs. or less.
 - b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved in writing by SWA.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies:

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-: VII**. The Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SWA and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** The Recycler shall maintain all insurance coverages in place at all times and provide SWA with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to SWA. For non-payment of premium 10 days prior written notice of cancellation is required.

Commercial General Liability and/or Commercial Automobile Liability:

1. ADDITIONAL INSURED STATUS: SWA, the County of Sacramento, their respective officials, officers, directors, agents, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Recycler; products and completed operations of the Recycler; premises owned, occupied or used by the Recycler; or automobiles owned, leased, hired or borrowed by the Recycler. The coverage shall contain no endorsed limitations on the scope of protection afforded to SWA and the County of Sacramento, their respective officials, officers, directors, agents, employees, and volunteers
2. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. PRIMARY INSURANCE: For any claims related to this agreement, the Recycler's insurance coverage shall be endorsed to be primary insurance as respects SWA, the County of Sacramento, their respective officials, officers, directors, agents, employees, and volunteers. Any insurance or self-insurance maintained by SWA, and/or the County of Sacramento shall be excess of the Recycler's insurance and shall not contribute with it.
4. SEVERABILITY OF INTEREST: The Recycler'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. SUBCONTRACTORS: Recycler shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance

Notification of Claim

If any claim for damages is filed with Recycler or if any lawsuit is instituted against Recycler, that arise out of or are in any way connected with Recycler's performance under the Authorization Certificate and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect SWA or the County of Sacramento, Recycler shall give prompt and timely notice thereof to SWA. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.