

APPENDIX 1 – TO CODE OF GENERAL REGULATIONS OF MT OLYMPUS IMPROVEMENT DISTRICT

ADOPTION BY BOARD

A. This Appendix 1 and the terms and conditions set forth herein are adopted by the Board on the date set forth below.¹

B. Upon adoption, this Appendix 1 and the terms and conditions hereof are incorporated into the Code of General Regulations of the District (the “Code”) and made part of the Code by reference.

TERMS OF APPENDIX

1. Insurance. Prior to commencing any Work in the District, Owner or Contractor shall maintain or shall cause to be maintained, policies which, at a minimum, provide District the protections set forth below. Additionally, Owner or Contractor will ensure that prior to entering upon the area where the Work will be performed (“Work Area”), all of Owner’s or Contractor’s Agents and other such parties who assist with the Work or enter upon the Work Area are either covered under the terms of Owner or Contractor’s insurance policies, or that each obtain similar policies which, at a minimum, provide District the same protections. Prior to any entry onto, or construction within the Work Area by Owner or Contractor, District Representatives shall have the right to approve Owner or Contractor’s insurance and Owner or Contractor shall (i) provide certificates to District Representatives evidencing such insurance in a form acceptable to District Representatives, which certificates shall list District as an additional insured, and (ii) cause its consultants, contractors, and subcontractors to add District as an additional insured on their applicable insurance policies.

1.1. Owner’s or Contractor’s Liability Insurance. The Owner or Contractor will obtain the following insurance and provide evidence thereof as described below at least ten (10) days prior to commencement of the Work:

1.1.1. Workers Compensation and Employers Liability Insurance with limits and coverages as required by the law of the State of Utah.

1.1.2. Commercial General Liability Insurance – ISO Form CG 00 01 (10/93) or equivalent Occurrence Policy, with limits of not less than:

- a) \$2,000,000 General Aggregate;
- b) \$2,000,000 Products - Comp/OPS Aggregate;

¹ Terms appearing in initial capital letters which are not defined herein are defined in the Code.

- c) \$1,000,000 Personal and Advertising Injury:
- d) \$1,000,000 Each Occurrence;
- e) \$50,000 Fire Damage (any one fire); and
- f) \$5,000 Medical Expense (any one person).

1.1.3. Endorsements attached thereto including the following or their equivalent:

- a) ISO Form CG 20 10 (10/93), Additional Insured -- Owners, Lessees, Or Contractors (Form B), naming the District as an additional insured and containing the following statement: "This Endorsement also constitutes primary coverage in the event of any occurrence, claim, or suit"
- b) an endorsement deleting the "pollution exclusion."

1.1.4. Automobile Liability Insurance, with:

- a) A minimum limit of \$1,000,000 Combined Single Limit per accident; and
- b) Coverage applying to "Any Auto."

1.1.5. The Owner or Owner's Contractor will provide evidence of such insurance to District by delivering to District a Certificate of Insurance, on ACORD 25-S (3/93) Form, or equivalent:

- a) Listing District as Certificate Holder and Additional Insured on general liability and any excess liability policies;
- b) Listing the endorsements set forth above. (Note: If forms other than ISO forms are used, copies of the non-ISO forms will be attached to this certificate);
- c) Identifying the Work and the street address of the property where the Work will take place;
- d) Containing a cancellation clause of the certificate amended to read: "The issuing company will mail written notice to the certificate holder named to the left thirty (30) days before canceling any of the above-described policies before the natural expiration date;"
- e) Listing the insurance companies providing coverage (All companies listed must be rated "B Class V" or better; and

- f) Bearing the name, address and telephone number of the producer and an original signature of the authorized representative of the producer. Facsimile or mechanically reproduced signatures will not be accepted.

1.1.6. The Owner's contractor (the "Contractor") may provide such insurance and coverages during the course of the Work. If the Contractor provides such insurance and coverages during the course of the Work, Owner and its successors and permitted assigns will provide such insurance and coverages and deliver to District the evidence of such insurance, as required in Section 1.1.5, at all times thereafter.

1.1.7. Owner and Contractor hereby waive and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions or causes of action against District for any loss or damage, including rights, claims, actions and causes of action based on negligence, which loss or damage is covered by insurance (or would have been, had the insurance required hereunder been carried).

2. Temperature of Wastewater.

2.1. Establishment of Maximum Temperature. The District hereby establishes the maximum temperature for Wastewater discharged to the Sewer System (i) for the protection of the health and safety of District employees and others (ii) which may inhibit the operation of the Facilities and/or biological activity in the POTW, (iii) which may result in Interference or Pass Through, and/or (iv) which may cause temperature at the headworks of the POTW Treatment Plant to exceed the temperature limits of CVWRF.

2.2. Maximum Temperature. The maximum temperature of Wastewater discharged to the Sewer System by an Owner and/or User is 140 degrees Fahrenheit (60 degrees Celsius).

ADOPTED BY THE BOARD this 19th day of October, 2022


Ami Neff, Chairperson