INSURANCE REQUIREMENTS FOR THE USE OF UAS

Insurance

Owner/Operator 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 ownership, maintenance or use of the Unmanned Aerial System.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Aviation Liability Insurance: On an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than $1,000,000 per occurrence, and $2,000,000 in the aggregate. This coverage may also be provided by endorsement to a **Commercial General Liability** policy. In that event then:

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. **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.

If the Owner/Operator maintains broader coverage and/or higher limits than the minimums shown above, "The City of Chula Vista" requires and shall be entitled to the broader coverage and/or higher limits maintained by the Owner/Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to "The City of Chula Vista".

Self Insured Retentions

Self-insured retentions must be declared to and approved by "The City of Chula Vista". "The City of Chula Vista" may require the Owner/Operator to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or "The City of Chula Vista".

Other Insurance Provisions

A. The Aviation Liability or General Liability policy is to contain, or be endorsed to contain, the following provisions:

1. **"The City of Chula Vista"** with respect to liability arising out of work or operations

2. For any claims related to this project, **the Owner's/Operator's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 12 19 as respects "The City of Chula Vista". Any insurance or self-insurance maintained by "The City of Chula Vista" shall be excess of the Owner's/Operator's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. *Specifically, endorsement must not exclude Products / Completed Operations.*
3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to "The City of Chula Vista".

Umbrella or Excess Policy

The Owner/Operator may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII**.**

Verification of Coverage

Owner/Operator shall furnish "The City of Chula Vista" with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by "The City of Chula Vista" before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Owner/Operator's obligation to provide them. "The City of Chula Vista" reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Owner/Operator hereby grants to "The City of Chula Vista" a waiver of subrogation which any insurer may acquire against "The City of Chula Vista", from Contractor / Vendor / Operator by virtue of the payment of any loss. Owner/Operator 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 Chula Vista" 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 Chula Vista" for all work performed by the Owner/Operator, its employees, agents, and subcontractors.

Subcontractors

Owner/Operator shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Owner/Operator shall ensure that "The City of Chula Vista" is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 12 19.

Special Risks or Circumstances

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