

APPENDIX 2

INSURANCE REQUIREMENTS FOR USE OF UNMANNED AERIAL SYSTEMS (DRONES)

1. Liability and Insurance
 - 1.1. Contractor shall be responsible for all damages to persons or properties that occur as a result of Contractor's or Contractor's employees' fault or negligence in connection with the performance of this Agreement.
 - 1.2. Pursuant to District Policy 8.49, 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 ownership, maintenance or use of Unmanned Aerial Systems. This coverage is in addition to any other insurance requirements stated in the Agreement.
 - 1.3. Insurance coverage shall be at least as broad as:
 - a. 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 annual aggregate.
 - b. This coverage may also be provided by endorsement to a Commercial General Liability policy. In that event then:
 - i. Commercial General Liability and Property Damage insurance including: Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - 1.4. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
2. Other insurance provisions
 - 2.1 Endorsements and Certificates of Insurance. San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on Contractor's Aviation Liability Insurance and on Contractor's Commercial General Liability and Property Damage Policies as co-insured or additional insured.
 - 2.2 Verification of Coverage. Certificates of Insurance and endorsements for coverages required herein shall be filed with District's Executive Vice Chancellor or Designee prior to the commencement of work. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The certificates shall provide that if the policy or policies be canceled by the insurance company or Contractor during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to District's Executive Vice Chancellor or Designee. The certificates shall also show the information that the San Mateo County Community College District is named on Contractor's Commercial General Liability and Property Damage policies as co-insured or additional insured. Certificates shall clearly state that "The San Mateo County Community College District, its Officers, Agents and Employees are named as additional insured per attached endorsement" and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.
 - 2.3 Subcontractor Coverage. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.
 - 2.4 Acceptability of Insurers. Insurance carriers must have a Best rating of A(-) X or better.
3. In the case of any conflict between the terms of this Appendix and the terms of the Agreement, the terms of this Appendix shall govern and control such conflict with regard to the use of Unmanned Aerial Systems (Drones).