

Owner/Operator shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property that may arise from or in connection with the ownership, maintenance or use of the chartered aircraft.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Aviation Liability Insurance:** On an “occurrence” basis, including products and completed operations, property damage, bodily injury with limits no less than **\$5,000,000** per occurrence, including owned and non-owned aircraft coverage.

If the charter is an international flight, the limits shall be no less than **\$250,000,000** per occurrence and **\$250,000,000** in the aggregate.
2. **Workers’ Compensation:** 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 property damage.

If the Owner/Operator maintains broader coverage and/or higher limits than the minimums shown above, the Campus requires and shall be entitled to the broader coverage and/or the 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 Campus.

Self-Insured Retentions must be declared to and approved by the Campus. At the option of the Campus, the Owner/Operator shall provide coverage to reduce or eliminate such self-insured retentions as respects the Campus, its officers, officials, employees, and volunteers; or the Owner/Operator shall provide evidence satisfactory to the Campus guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Campus.

Other Insurance Provisions - The Aviation Liability or General Liability policy is to contain, or be endorsed to contain, the following provisions:

- A. **Additional Insured Status** – *The State of California, the Trustees of The California State University, California State University, Sacramento and employees, officers, directors, volunteers and agents are to be covered as additional insureds* (collectively “University”) on the CGL policy with respect to liability arising out of work or operations.
- B. **Primary Coverage** - For any claims related to this contract, the Owner/Operator’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects *The State of California, the Trustees of The California State University, California State University, Sacramento and employees, officers, directors, volunteers and agents are to be covered as additional insureds* (collectively “University”).

Any insurance or self-insurance maintained by the State of California, the Trustees of The California State University, California State University, Sacramento and employees,

officers, directors, volunteers and agents (collectively “University”) shall be excess of the Owner/Operator’s insurance and shall not contribute with it.

- C. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Campus.
- D. **Waiver of Subrogation** - Owner/Operator hereby grants to Campus a waiver of any right to subrogation which any insurer of said Owner/Operator may acquire against the Campus by virtue of the payment of any loss under such insurance. 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 Campus has received a waiver of subrogation endorsement from the insurer.
- E. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the Campus.
- F. **Verification of Coverage** - Owner/Operator shall furnish the Campus with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Campus before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Owner/Operator's obligation to provide them. The Campus reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- G. **Special Risks or Circumstances** - Campus reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- H. **Subcontractors** – Owner/Operator shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Owner/Operator shall ensure that Campus is an additional insured on insurance required from subcontractors.
- I. **Certificate Holder** - Certificates and Endorsements shall be sent to:

California State University, Sacramento
ATTN: Procurement
6000 “J” Street
Sacramento, CA 95819