

**INSURANCE REQUIREMENTS**  
Chicago Department of Aviation  
Certified Service Provider Program (“CSPP”)

A Certified Service Provider (“CSP”) must provide and maintain at its own expense, during the term of its Certified Service Provider License Agreement (“Agreement”) and during the time period following expiration if the CSP is permitted to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations performed under the Agreement.

**A. INSURANCE REQUIRED**

**1. Ramp/Aircraft**

**Ramp/Below-Wing Passenger Services; Aircraft Cooling and Heating Services; Air Start Unit Services; Into-Plane Fueling Services; Aircraft De-icing Services; Aeronautical Maintenance Services; Aircraft Recovery Services; Cargo – Passenger & Freight Aircraft Services**

a) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services, or operations under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee. Coverage must include, but not be limited to, the following: other states endorsement, voluntary compensation and alternate employer, when applicable.

The CSP may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies and will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance.

b) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$20,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City shall be named as an additional insured in the policy and coverage shall be at least as broad as that afforded the named insured. The City’s additional insured coverage shall not have any limiting endorsement or language under the policy such as, but not limited to, CSP’s sole negligence or the City’s vicarious liability and shall be on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City’s minimum limits required herein. The CSP’s liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The CSP may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies and will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance.

c) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the CSP with limits of not less than \$10,000,000 per occurrence on the secured areas of the airport and \$5,000,000 for landside operations, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. When applicable, coverage extension must include a) an MCS-90 endorsement where required by the Motor Carrier Act of 1980 or an equivalent endorsement and b) pollution coverage for loading, unloading and transportation of infectious waste, hazardous, radioactive waste and special waste. The City is to be added as an additional insureds on a primary, non-contributory basis.

The CSP may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies and will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance.

d) Pollution Liability

When any work or services performed involves a pollution condition or incident that may arise from the operations of the CSP's scope of services, Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$2,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

2) Terminal Handling/Passenger Services

**Baggage Sorting and Management; Wheelchair Services; Passenger/Terminal Services; In-Terminal Janitorial Services; Food Services; Interior Aircraft Cleaning Services; International Garbage/Waste Removal Services**

a) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services, or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee. Coverage must include, but not be limited to, the following: other states endorsement, voluntary compensation and alternate employer, when applicable.

The CSP may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies and will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance.

b) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not limited to the following: All premises and operations,

products/completed operations, explosion, collapse, underground separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City shall be named as an additional insured in the policy and coverage shall be at least as broad as that afforded the named insured. The City's additional insured coverage shall not have any limiting endorsement or language under the policy such as, but not limited to, CSP's sole negligence or the City's vicarious liability and shall be on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. The CSP's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The CSP may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies and will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance.

c) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the CSP with limits of not less than \$10,000,000 per occurrence on the secured areas of the airport and \$5,000,000 for landside operations, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. When applicable, coverage extension must include a) an MCS-90 endorsement where required by the Motor Carrier Act of 1980 or an equivalent endorsement and b) pollution coverage for loading, unloading and transportation of infectious waste, hazardous, radioactive waste and special waste. The City is to be added as an additional insureds on a primary, non-contributory basis.

The CSP may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies and will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance.

**3) Security Services**

a) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services, or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee.

The CSP may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies and will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance.

b) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability.

Coverages must include, but not limited to the following: All premises and operations, products/completed operations, separation of insureds, medical payments, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent) and the coverage shall have no exclusions related to assault and battery when using physical force to protect persons or property, false or wrongful arrest, detention or imprisonment.

The City shall be named as an additional insured in the policy and coverage shall be at least as broad as that afforded the named insured. The City's additional insured coverage shall not have any limiting endorsement or language under the policy such as, but not limited to, CSP's sole negligence or City's vicarious liability and shall be on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. The CSP's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The CSP may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies and will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance.

c) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the CSP with limits of not less than \$10,000,000 per occurrence on the secured area of the airport and \$5,000,000 for landside operations, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. When applicable, coverage extension must include a) an MCS-90 endorsement where required by the Motor Carrier Act of 1980 or an equivalent endorsement and b) pollution coverage for loading, unloading and transportation of infectious waste, hazardous, radioactive waste and special waste. The City is to be added as an additional insureds on a primary, non-contributory basis.

The CSP may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies and will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance.

d) Professional Liability

When any Security Officers or other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability for liability of others including the City of Chicago assumed under any written contract or agreement for breach of professional services or duty caused by or on behalf of the CSP. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work related to the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

As an alternative to obtaining separate professional liability insurance, the CSP may satisfy the requirements herein by adding this coverage in its Commercial General Liability (CGL) policy. The applicable CGL policy must provide the same coverages and/or follow the same form as any professional liability policy/policies and will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance.

4) **Garbage/Waste Removal**  
**Aircraft Lavatory Services; Potable Water Services**

- a) Workers Compensation and Employers Liability (Primary and Umbrella)  
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services, or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee.

The CSP may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies and will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance.

- b) Commercial General Liability (Primary and Umbrella)  
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City shall be named as an additional insured in the policy and coverage shall be at least as broad as that afforded the named insured. The City's additional insured coverage shall not have any limiting endorsement or language under the policy such as, but not limited to, CSP's sole negligence or the City's vicarious liability and shall be on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. The CSP's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The CSP may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies and will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance.

- c) Automobile Liability (Primary and Umbrella)  
When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the CSP with limits of not less than \$10,000,000 per occurrence on the secured areas of the airport and \$5,000,000 for landside operations, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. When applicable, coverage extension must include a) an MCS-90 endorsement where required by the Motor Carrier Act of 1980 or an equivalent endorsement and b) pollution coverage for loading, unloading and transportation of infectious, chemical, special and/or hazardous, waste. The City is to be added as an additional insureds on a primary, non-contributory basis.

The CSP may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies and will drop

down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance.

d) Pollution Liability

When any work or services performed involves a pollution condition or incident that may arise from the operations of the CSP's scope of services, Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$2,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

**B. Additional Requirements**

Evidence of Insurance. The CSP must furnish the City, Chicago Department of Aviation, 10510 W. Zemke Rd, Chicago, IL 60666, original certificates of insurance (or copies thereof) and a copy of the additional insured endorsement, or other evidence of insurance coverage required to be in force on the date of this Agreement, as well as renewal certificates of insurance and additional insured endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The CSP must submit evidence of insurance prior to the Effective Date of the Agreement. The receipt of any certificate or other evidence of insurance does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate or other evidence of insurance are in compliance with all requirements of the Agreement. The failure of the City to obtain certificates or any other evidence of insurance from the CSP showing compliance with these requirements in the Agreement, or the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from the CSP, its insurance broker(s) and/or insurer(s).will not be construed as a waiver by the City for the CSP to obtain and maintain any of the required insurance coverages. The CSP must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the CSP for liabilities which may arise from or relate to the Agreement. The City reserves the right to inspect complete, certified copies (or electronic copies thereof) of any required insurance policies at a mutually agreed location within the State of Illinois within ten (10) days of the City's written request.

Failure to Maintain Insurance. Failure of the CSP to comply with required coverage and terms and conditions outlined herein will not limit the CSP's liability or responsibility nor does it relieve the CSP of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. The CSP must provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the CSP.

Waiver of Subrogation. The CSP hereby waives its rights and its insurer(s)' rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The CSP 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 received a waiver of subrogation endorsement for the CSP's insurer(s). With respect to the waiver of subrogation for Worker's Compensation and Employer's Liability Insurance, CSP shall obtain an endorsement equivalent to WC 00 03 13 to effect such waiver. In the event the insurers of CSP, or the insurers of any contractors of CSP, should seek to pursue contribution or a subrogation claim against the City, CSP shall be responsible to pay all costs of defending such claims, including actual attorney's fees of counsel of the City's choosing.

CSP's Insurance Primary. All insurance required of the CSP under this Agreement must be endorsed to state that the CSP's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to CSP's Liabilities. The coverages and limits furnished by the CSP in no way limit the CSP's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by the CSP under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If the CSP maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by the CSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City, as their interest may appear.

Joint Venture or Limited Liability Company. If the CSP is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by CSP. If the CSP desires additional coverages, the CSP will be responsible for the acquisition and cost.

Insurance required of Subcontractors. The CSP must name the Subcontractor(s) as a named insured(s) under the CSP's insurance or the CSP will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by the CSP but be no less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside for Commercial General Liability and Auto Liability. The CSP must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The CSP is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. The CSP is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, the CSP must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to

inspect complete, certified copies (or electronic copies thereof) of any required insurance policies at a mutually agreed location within the State of Illinois within ten (10) days of the City's written request. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit the CSP's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right, based on commercially reasonable standards, to modify, delete, alter or change these requirements with thirty (30) days' prior written notice to the CSP.