

Aerial Support Services Addendum
Rev. 3-7-2019

This Aerial Support Services Addendum (“Addendum”) contains requirements applicable when performance of any part of the Work includes use of fixed wing, rotor wing, or drone aircraft. Capitalized terms used but not defined in this Addendum have the meanings assigned them in the Agreement. This Addendum is incorporated into the Agreement to which it is attached.

1. Insurance Requirements

Without limiting any other insurance obligations of the Supplier under the Agreement, the following insurance requirements apply whenever the Supplier provides aerial support Services.

(a) Aircraft Liability Insurance Limits.

- (i) Transportation (Not Drones). Supplier or its Subcontractor(s) shall obtain and maintain, throughout the life of this Agreement, Aircraft Liability insurance, covering all owned and non-owned aircraft used in performance of the Work, subject to a Combined Single Limit of Liability each occurrence for bodily injury including Passengers and property damage. Coverage Limits are listed below by aircraft.

Aircraft	Liability Limit
Fixed Wing/Turbine Aircraft	\$50,000,000
Fixed Wing/Piston Powered Aircraft*	\$5,000,000
Rotor Wing/Turbine Aircraft	\$10,000,000
Rotor Wing/Piston Powered Aircraft*	\$3,000,000

**Piston Power Aircraft are not contracted for any passenger flights.*

- Coverage shall include Contractual Legal Liability Combined Single Limits equal to Aircraft Liability Limits as stated above.
- (ii) If aerial application of chemical services is provided, Supplier or its Subcontractor(s) shall obtain and maintain Chemical Drift Liability with a Combined Single Limit of \$5,000,000. The removal of the “Adjacent Fields Exclusion”, “Residential Area Exclusion”, “Power and Pipeline Right of Way Spraying Exclusion”, “Cities, Towns & Municipalities Exclusion” and coverage for certain excluded chemicals may be required by Corporate Risk Management if exposures exist.
- (iii) Drones. If Supplier or its Subcontractor(s) uses drones to perform any part of the Work, Supplier shall obtain and maintain, throughout the life of this Agreement, Aircraft Liability insurance, covering all unmanned aircraft systems (“UAS”) or unmanned aerial vehicles (“UAV”) used in the performance of the Work, subject to a combined single limit of liability of \$3,000,000.
- (b) Waiver of Subrogation. Supplier or its Subcontractor(s) waives and will require its insurers to waive all rights of recovery against the Purchaser, its officers, directors, and employees, whether in contract, tort (including negligence and strict liability) or otherwise.
- (c) Additional Insured. Supplier or its Subcontractor(s) shall cause their insurers to name Dominion Energy, Inc., its Affiliates, and the directors, officers, members, managers, employees and agents of each of them, as additional insureds to the coverage(s) required under subsection (a) above.

- (d) Primary Coverage. Supplier or its Subcontractor(s) and Supplier's or Subcontractor(s)' insurer agree that coverage afforded Purchaser as additional insured by this policy is primary with respect to any other similar insurance maintained by Purchaser.
- (e) Cancellation. The policy(s) required by this Addendum may not be canceled, nonrenewed, or materially changed without giving 30 days prior written notice to Purchaser.
- (f) Certificate of Insurance. A certificate of insurance evidencing the insurance coverage(s) above is to be provided to the Purchaser within 10 days of the execution of the Agreement and annually thereafter as long as the Agreement is in effect.