1. Format/Time: The Company shall provide RTC with Certificates of Insurance, in strict accordance with the “SAMPLE Goods & Services Insurance Certificate” found on the RTC Purchasing & Contracts webpage at [http://www.rtcsnv.com/about-the-rtc/doing-business-with-the-rtc/](http://www.rtcsnv.com/about-the-rtc/doing-business-with-the-rtc/) for coverages as listed below, and attach separate endorsements affecting coverage required by this Contract within seven calendar days after the award by the RTC. All policy certificates and endorsements shall be signed by a person authorized by that insurer. The insurer must be licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods. The Company shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

2. Best Key Rating: The RTC requires insurance carriers to maintain during the contract term, a Best Key Rating of A, with a Financial Strength of VII or higher.

3. RTC Coverage: The RTC, its officers and employees must be expressly covered as additional insureds except on auto liability, workers' compensation and professional liability insurance coverages. The Company’s’ insurance shall be primary as respects the RTC, its officers and employees.

4. Endorsement/Cancellation: The Company’s’ general liability insurance policy(ies) shall be endorsed to recognize specifically the Company’s’ contractual obligation of additional insured to RTC.

5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000, unless listed as an exception with the bid or proposal and approved in writing by the RTC.

6. Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000. General Aggregate limit applies per location (LOC) for non-construction projects and per Project for construction projects.

7. Commercial General Liability: Subject to Paragraph 6 of this exhibit, the Company shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a “per occurrence” basis only, not “claims made,” and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. The RTC shall be named as an Additional Insured under the Commercial General Liability policy of insurance per standard ISO endorsement forms 2010 (07/04) for ongoing operations and 2037 (07/04) for products/completed operations, or their equivalent. General Aggregate limit applies per location (LOC) for non-construction projects and per Project for construction projects.

8. Automobile Liability: Subject to Paragraph 6 of this exhibit, the Company shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used for the performance of services under this Contract. As an alternative to the specified auto coverage, the RTC will accept all owned, hired and non-owned or symbols 2, 8 and 9.

9. Workers’ Compensation and Employers’ Liability: The Company shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers’ compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Company that is a sole proprietor shall be required to submit an affidavit (sample on the RTC Purchasing & Contracts website at [http://rtcsnv.com/about/business/](http://rtcsnv.com/about/business/) ) indicating that the Company has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those
10. The Supplier shall provide Employers’ Liability covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee. The coverages required are as follows: Non-Project specific, occurrence basis, $1,000,000 bodily injury by accident, $1,000,000 bodily injury by disease, and $1,000,000 policy limited.

11. Professional Liability: The Company shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the RTC.

12. Failure To Maintain Coverage: If the Company fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order the Company to stop the work, declare the Company in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. RTC may collect any replacement insurance costs or premium payments made from the Company or deduct the amount paid from any sums due the Company under this Contract.

13. Additional Insurance: The Company is encouraged to purchase any such additional insurance as it deems necessary.

14. Damages: The Company is required to remedy all injuries to persons and damage or loss to any property of RTC, caused in whole or in part by the Company its subcontractors or anyone employed, directed or supervised by Company.

15. Cost: The Company shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

16. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the RTC’s third party insurance compliance tracking service provider, Michael Palacios of Insurance Tracking Services, Inc. (Michael.palacios@instracking.com).

17. Insurance Form Instructions: The following information must be filled in by the Company’s Insurance Company representative:

   - Insurance Broker’s name, complete address, telephone and fax numbers
   - Company’s name, complete address, telephone and fax numbers
   - Commercial General Liability (per occurrence)
     - Deductible
     - Policy Number
     - Policy Effective Date
     - Policy Expiration Date
     - General Aggregate ($2,000,000) General Aggregate limit applies per location (LOC) for non-construction projects and per Project for construction projects.
     - Products-Completed Operations Aggregate ($2,000,000)
     - Personal & Advertising Injury ($1,000,000)
     - Each Occurrence ($1,000,000)
     - Fire Damage ($50,000)
     - Medical Expenses ($5,000)
Automobile Liability (per occurrence and any Auto or All Owned, Non-Owned and Hired or symbols 2, 8 and 9)

- Deductible
- Policy Number
- Policy Effective Date
- Policy Expiration Date
- Combined Single Limit ($1,000,000)

Worker’s Compensation and Employer’s Liability

- Deductible
- Policy Number
- Policy Effective Date
- Policy Expiration Date
- WC Statutory Limits
  - Employer’s Liability Each Accident ($1,000,000)
  - Employer’s Liability Disease – Each Employee ($1,000,000)
  - Employer’s Liability Disease – Policy Limit ($1,000,000)

Description: Contract No. ; Project Title: (must be identified on the initial insurance form and each renewal form)

Certificate Holder:
Regional Transportation Commission of Southern Nevada
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA  90801-0198

The Certificate Holder, Regional Transportation Commission of Southern Nevada, must be named as an additional insured.

The RTC requires that all endorsements accompany the certificates when emailed to the Purchase Representative specified above.