A. **In General**

The Contractor shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The Company shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

1. **Commercial General Liability Insurance**

The Contractor shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the specific written approval of the Owner.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance. The coverage shall be primary and non-contributory. General Aggregate limit applies per Project for construction projects.

The Owner 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.

<table>
<thead>
<tr>
<th>Scope of Coverage:</th>
<th>Non-Project Specific</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Coverage:</td>
<td>Occurrence Basis</td>
</tr>
<tr>
<td>Amount of Coverage:</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Policy Period:</td>
<td>Annual Policy</td>
</tr>
<tr>
<td>Named Insured:</td>
<td>Contractor</td>
</tr>
<tr>
<td>Additional Insured Parties:</td>
<td>Regional Transportation Commission of Southern Nevada (its officers, employees and agents)</td>
</tr>
</tbody>
</table>

Aggregate per Project Endorsement

2. **Automobile Liability Insurance**

The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles (Symbols 2, 8 and 9) used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.
3. **Workers’ Compensation and Employer’s Liability Insurance**

The Contractor shall provide Worker’s Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death).

Scope of Coverage: Non-Project Specific  
Type of Coverage: Occurrence Basis  
Amount of Coverage: $1,000,000 combined single limit  
Policy Period: Annual Policy  
Named Insured: Contractor

The Contractor shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee.

Scope of Coverage: Non-Project Specific  
Type of Coverage: Occurrence Basis  
Amount of Coverage:  
  - $1,000,000 bodily injury by accident  
  - $1,000,000 bodily injury by disease  
  - $1,000,000 policy limit  
Policy Period: Annual Policy  
Named Insured: Contractor

4. **Umbrella/Excess Liability**

The Contractor shall provide Umbrella/Excess Liability insurance limits as follows:

- For contract amount under $5,000,000: At least $1,000,000 limit  
- For contract amount from $5,000,000 to $25,000,000: At least $5,000,000 limit  
- For contract amount from over $25,000,000 to $50,000,000: At least $10,000,000 limit  
- For contract amount over $50,000,000: At least $10,000,000 limit

5. **Builder’s Risk Insurance**

**RTC-Owned Property:** During the term of this Contract, Owner will provide Builder’s Risk/Course of Construction insurance, insuring on an “all risk” basis, subject to policy(s) exclusions, equal to the maximum probable loss and covering the Project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the Owner, Contracts and their subcontracts of any tier providing equipment, materials, or services for the project. Coverage is as follows:

- **Insured:**  
  Regional Transportation Commission of Southern Nevada, its Contractors and Subcontractors of any tier, 600 South Grand Central Parkway, Las Vegas, Nevada 89106.

- **Deductibles:**  
  Each loss shall be adjusted separately for any one insured Project and any one occurrence, and from the amount of each adjusted loss, the amount as stated below shall be deducted:

  a) In respect of losses arising from all other insured perils: $25,000 per occurrence.  
  b) In respect of losses arising from the peril of volcanic eruption, landslide or mine subsidence: $500,000 per occurrence.
Contractor will be responsible for the deductible amounts, per each occurrence, as show above, or as adjusted by the Regional Transportation Commission of Southern Nevada’s Builders Risk policy from year to year. The Owner will make every attempt to maintain the deductibles from year to year, but the Contractor will be responsible for the deductibles as they are negotiated. The Owner will give the Contractor 30 calendar days notice of any change in the existing deductibles. The Contractor shall have the right, upon notice of an increase in the deductibles as shown, to justify a change order to help compensate the Contractor for costs associated with an increase in deductibles as shown.

It is the Contractor’s responsibility to be familiar with the current coverages described in this Section.

The Contractor shall immediately report any incident or claim, no later than 24 hours after occurrence, against any insurance furnished by the Owner, to the Owner’s Designated Representative in writing of details of the incident.

The Contractor shall, at the same time, forward to the Owner’s Purchasing Representative and Owner’s insurance agent as specified above. The Contractor shall provide any and all documentation relative to loss and damage via delivery receipts, bills of lading, material invoices, acknowledgement forms, etc.

In the event of a claim, the Contractor shall meet with the owner to determine the quantities of replacement materials and/or equipment. The Contractor shall be responsible for the reordering of all items upon direction of the Owner’s Designated Representative. Owner’s payment for these materials and equipment shall not be made until deliver to the job site. The payment(s) are subject to the deductible amount as identified within this Section.

The Owner reserves the right to require the Contractor furnish the contractor’s actual insurance policies for examination by the Owner.

☐ Non-RTC-Owned Property: Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain property insurance (Builder’s Risk) upon the work at the site to the full insurable value. This insurance shall include the interests of the Owner, Owner’s Designated Representative, Contractor, and Subcontractors of any tier. Coverage shall be written on forms to include fire, extended coverage and special form including theft. Contractor is responsible for the deductible for any claim made against the policy. A separate certificate of insurance evidencing the coverage required herein shall be provided to the Owner.

6. ☐ Asbestos Liability Insurance
   The Contractor shall provide and maintain Asbestos Liability Insurance insuring against claims for bodily injury (including wrongful death) and property resulting from the presence or removal of asbestos on the Project Site. A separate certificate of insurance evidencing the coverage required herein shall be provided to the Owner.
   
   Scope of Coverage: Non-Project Specific
   Type of Coverage: Occurrence Basis
   Amount of Coverage: $1,000,000 per occurrence
                        $2,000,000 aggregate
   Policy Period: Annual Policy
   Named Insured: Contractor

7. ☐ Installation Floater Insurance
   The Contractor shall provide and maintain Installation Floater Insurance insuring against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site which is to be used in the Work. A separate certificate of insurance evidencing the coverage required herein shall be provided to the Owner.
   
   Scope of Coverage: Non-Project Specific
   Type of Coverage: Occurrence Basis
B. Acceptable Insurance Company
The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company’s rating as shown in the latest Best’s Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

C. Premiums, Deductibles and Self-Insured Retentions
The Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Section GC.8. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $25,000 in the Contractor insurance must be declared and approved in writing by Owner.

D. Certificate of Insurance
The Contractor will deliver to the RTC’s third party insurance compliance tracking service provider, Michael Palacios of Insurance Tracking Services, Inc. (Michael.palacios@instracking.com), a certificate of insurance with respect to each required policy to be provided by the Contractor under this Section GC.8. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements shall be attached to the certificates of insurance when submitted to the Owner.

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section GC.8 shall be provided to the Owner if so requested.

E. Renewal Policies
The Contractor shall promptly deliver to the RTC’s third party insurance compliance tracking service provider, Michael Palacios of Insurance Tracking Services, Inc. (Michael.palacios@instracking.com) a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the Owner not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

F. Cancellation and Modification of Insurance Coverages
The Contractor shall be responsible to immediately notify the Owner in writing of any changes or cancelations of its insurance, or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

G. No Recourse
There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Contractor under this Section GC.8.

H. Endorsements and Waivers
All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors,
officers, employees and agents should be primary and non-contributory.

2. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

I. Failure to Provide or Maintain Insurance Coverages
The Contractor’s failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. In addition to the remedies that the Owner may have pursuant to Section GC.10 (Breach of Contract and Remedies) of the General Conditions, the Owner may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the Owner in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.