

INSURANCE REQUIREMENTS

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

1. **Format/Time:** The Service Provider shall provide RTC with Certificates of Insurance, per the attached sample format, for coverages as listed below, and endorsements affecting coverage required by this Contract within ten calendar days after the award by the RTC. All policy certificates and endorsements shall be signed by a person authorized by that insurer. 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.
2. **Best Key Rating:** The RTC requires insurance carriers to maintain during the contract term, a Best Key Rating of A- or higher, with a Financial Strength of VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
3. **RTC Coverage:** The RTC Indemnitees, their officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The Service Providers' insurance shall be primary and non-contributory as respects the RTC, its officers and employees. The General Liability and Workers' Compensation policies shall include an endorsement waiving rights of subrogation by the insurer or insurers against RTC and any other parties required by the Contract Documents.
4. **Endorsement/Cancellation:** The Service Providers' general liability insurance policy shall be endorsed to recognize specifically the Service Providers' contractual obligation of additional insured to RTC and must note that the RTC will be given 30 calendar days advance notice of cancellations.
5. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$50,000.
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.
7. **Commercial General Liability:** Subject to Paragraph 6 of this exhibit, the Service Provider 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. Information that needs to be on the form is as follows (per occurrence):
 - Policy Number
 - Policy Effective Date
 - Policy Expiration Date
 - General Aggregate (\$2,000,000)
 - Products-Completed Operations Aggregate (\$2,000,000)
 - Personal & Advertising Injury (\$1,000,000)
 - Each Occurrence (\$1,000,000)
8. **Automobile Liability:** Subject to Paragraph 6 of this exhibit, the Service Provider 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 Service Provider and any auto used for the performance of services under this Contract. As an alternative to the specified any auto coverage, the RTC will accept all owned, non-owned and hired or symbols 2, 8 and 9. Information that needs to be on the form is as follows:
 - Policy Number
 - Policy Effective Date

Policy Expiration Date
Combined Single Limit (\$1,000,000)

9. Excess/Umbrella: The limits of liability shall be on an occurrence basis and in an amount not less than **\$1,000,000**. The policy shall provide coverage on the same basis as outlined for employers' liability, commercial general liability and auto liability.

10. Workers' Compensation: The Service Provider 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 Service Provider that is a sole proprietor shall be required to submit an affidavit (sample attached) indicating that the Service Provider has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. If any of the Services to be provided will be performed out of the state of Nevada, then any Workers Compensation policy must include an "all states endorsement" that provides for coverage in any state. The endorsement must include the broadening of coverage to meet the applicable laws in that state. Information that needs to be on the form is as follows:
 - 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)

11. Professional Liability: The Service Provider 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 Owner. Information that needs to be on the form is as follows:
 - Deductible
 - Policy Number
 - Policy Effective Date
 - Policy Expiration Date
 - Limit

12. Additional Insurance: The Service Provider is encouraged to purchase any such additional insurance as it deems necessary.

13. Damages: The Service Provider 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 Service Provider its subcontractors or anyone employed, directed or supervised by Service Provider.

The RTC Indemnitees in no way warrant that the minimum limits contained herein are sufficient to protect Service Provider from liabilities that might arise out of the performance of the work and/or services under this Agreement by the Service Provider, its agents, representatives, employees, subcontractors or vendors and Service Provider is free to purchase such additional insurance as may be determined necessary.

Insurance coverage provided by the Service Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

14. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the RTC's third party insurance compliance tracking service provider, Insurance Tracking Services, Inc.,

certcontrol@instracking.com and cc the designated Purchasing Technician (rtcpurchasing@rtcsonv.com) .

The description of operations should reflect the below information:

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

The Certificate Holder portion should reflect the below information:

Regional Transportation Commission of Southern Nevada, its officers, employees and agents
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 60840
Las Vegas, NV 89160

Failure To Maintain Coverage: If the Service Provider fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order the Service Provider to stop the Services, declare the Service Provider 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 Service Provider or deduct the amount paid from any sums due the Service Provider under this Contract.

Notwithstanding anything to the contrary in the Agreement or in this Exhibit C, if the Service Provider has procured any insurance coverage and/or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage and/or limits set forth in this Exhibit C or elsewhere in the Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance shall be considered the coverage and limits that are required by this Agreement and such coverage and limits shall be provided in full to the additional insureds and indemnified parties under this Agreement at no additional cost to RTC.