



## INSURANCE REQUIREMENTS

Unless otherwise specified in the Work Order or the Subcontract Documents indicating that insurance shall be provided pursuant to an owner-controlled or contractor-controlled insurance program, Subcontractor shall purchase and maintain the following insurance coverages during the course of the Work and during the Warranty Period from insurance carriers with an A.M. Best rating of “A-” or better.

1. **Commercial General Liability Insurance** (CGL) with limits of insurance of not less than \$1,000,000 each occurrence \$2,000,000 Annual Aggregate on ISO form CG 00 01 10 01 (or substitute form providing equivalent coverage) and Personal/Advertising Injury coverage with limits of at least \$1,000,000 per occurrence.
  - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate Limit shall apply separately to each project.
  - b. The CGL coverage shall apply to Contractor as though a separate policy had been issued to Contractor.
  - c. CGL coverage shall include:
    1. premises operations coverage;
    2. explosions and collapse hazard coverage;
    3. underground hazard coverage;
    4. products and completed operations coverage;
    5. independent contract coverage; and
    6. coverage for liability assumed by Subcontractor under oral or written contract relating to conduct of Subcontractor's business, including this Subcontract.
  - d. The Contractor, Owner and such other parties as may be required by the Contractor (the “Additional Insureds”) shall be included as additional insureds for ongoing operations as well as products and completed operations on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage). Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.
  - e. The CGL coverages provided as required in this Section shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, any Additional Insured.
  - f. The CGL coverage shall include coverage for itself and each Additional Insured for the period of the statute of limitations or statute of repose, which ever is longer, for any claim arising out of or in connection with the Work under the laws of the state in which the Work is performed.



- g. If the Project as identified in the Subcontract Documents is a residential or multi-family project, the CGL and Umbrella policies shall include residential or multi-family coverage.
  - h. If the Work includes EIFS or synthetic stucco work, the CGL and Umbrella policies shall include coverage for such work.
  - i. If the Work includes the performance of environmental testing, the furnishing of labor, materials or equipment in or around areas containing mold or asbestos, or around specific mold, or indoor air quality issues and exposures, the CGL and Umbrella policies shall include coverage for such work.
- 2. **Automobile Liability** coverage with limits of at least \$1,000,000 per each accident.
  - a. Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - b. The Automobile Liability coverage shall include the Additional Insureds as insureds on the policy.
- 3. **Commercial Umbrella** coverage with minimum limits of at least \$2,000,000, or such limits as are specified in the Subcontract Documents, whichever is greater.
  - a. The Umbrella coverage must include the Additional Insureds as insureds.
- 4. **Workers Compensation and Employers Liability** coverage with Workers Compensation limits complying with statutory requirements, and Employers Liability Insurance limits of at least \$500,000 each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee for injury by disease.
  - a. Where applicable, these policies shall include a (1) U.S. Longshore and Harborworkers Compensation Act Endorsement and (2) a Maritime Coverage Endorsement.
- 5. **Certificate of Insurance and Endorsements.** Prior to performing any Work, Subcontractor shall provide Contractor with a certificate of insurance demonstrating that Subcontractor has obtained all of the insurance coverages required by this Section. Each certificate of insurance shall include an Additional Insured, Waiver of Subrogation, Primary and Non-Contributory, and Completed Operations Endorsements. The certificate of insurance and the insurance policies effectuating coverages required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Contractor.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Agency Name</b> <b>Agency Address</b>		<b>CONTACT NAME:</b> <b>Producer Name</b> <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL ADDRESS:</b>		<b>FAX</b> (A/C, No):
<b>INSURED</b> <b>Subcontractors Name</b> <b>Subcontractors Address</b>		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : Insurance Company A</b>		
		<b>INSURER B : Insurance Company B</b>		
		<b>INSURER C : Insurance Company C</b>		
		<b>INSURER D : Insurance Company D</b>		
		<b>INSURER E :</b>		
<b>INSURER F :</b>				

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>POLICY NUMBER</b>	<b>XX/XX/XX</b>	<b>XX/XX/XX</b>	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>POLICY NUMBER</b>	<b>XX/XX/XX</b>	<b>XX/XX/XX</b>	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>POLICY NUMBER</b>	<b>XX/XX/XX</b>	<b>XX/XX/XX</b>	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>POLICY NUMBER</b>	<b>XX/XX/XX</b>	<b>XX/XX/XX</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.A. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Rimrock Construction, LLC and (Name of Project Owner and any other party(ies) required by Rimrock) are included as Additional Insured per forms CG 20 10 11 85 or combination of CG 20 10 10 01 and CG 20 37 10 01 for ongoing and completed operations. Coverage afforded to Additional Insured is primary and non-contributory. Waiver of subrogation applies on all policies above in favor of Rimrock Construction, (Name of Project Owner) and (Name of Architect). 30-Day notice of cancellation will be provided to Certificate Holder, except 10 days for non-payment of premium. Umbrella policy is follow form as respects to additional insured and waivers of subrogation.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Rimrock Construction, LLC</b> <b>11716 S. 700 E.</b> <b>Draper, UT 84020</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b>
	<b>Signature Required</b>