

INSURANCE REQUIREMENTS

Rocky Mountain Institute (RMI) requires that the Contractor shall maintain the following types and limits of insurance until the completion or expiration of each and every project, scope of work or work order the Contractor is assigned to, associated with or directly contracted for, subject to the terms and conditions set forth in this Section.

A. Workers' Compensation and Employers Liability:

Coverage A:	
Statutory Coverage:	As required by the State in which the Work is performed.
Coverage B:	
Employers Liability Coverage:	\$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee
Waiver of Subrogation	Endorsement included in favor of RMI and all affiliated companies as stipulated by RMI.

B. Commercial General Liability (Occurrence Form):

Combined Bodily Injury and Property Damage Liability:	
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$1,000,000
Products-Completed Operations Agg	\$1,000,000
Fire Damage Legal Liability	\$ 50,000
Medical Expense	\$ 5,000

The following coverages should be included under the Commercial General Liability Policy:

- Defense costs outside the limits of liability
- Premises/Operations
- Contingent liability for work performed by Subcontractors and Vendors
- Explosion, Collapse, and Underground
- Broad Form Property Damage (including Completed Operations)
- Personal Injury liability (with contractual exclusion deleted)
- Advertising Injury liability
- Contractual liability (including construction contracts)
- General Aggregate Limit Per Project. Designated construction project(s) general aggregate limit (Form CG 25 03 03/97) or equivalent endorsement shall apply.
- RMI and all affiliated companies as stipulated by RMI shall be included as Additional Insureds. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by RMI and all affiliated companies. (Forms CG 20 33 10/01 and CG 20 37 10/01 or equivalent)
- Waiver of Subrogation Endorsement included in favor of RMI and all affiliated companies as stipulated by RMI.
- No exclusions can be attached for damages arising out of work performed by Subcontractors, damages to work done by Subcontractors, or residential work (if applicable).

C. Business Auto Policy (If applicable):

Combined Bodily Injury and
Property Damage Liability: \$1,000,000

Liability Coverage for the following
Must be included:

Owned Automobiles
Non-Owned and Hired Automobiles

- RMI and all affiliated companies as stipulated by RMI shall be included as Additional Insureds under the Auto Policy.
- Waiver of Subrogation Endorsement included in favor of RMI and all affiliated companies as stipulated by RMI.

D. Umbrella Policy (Occurrence form):

\$1,000,000 Each Occurrence/\$1,000,000 Aggregate excess of the Employers Liability, Commercial General Liability and Automobile Liability on a following form basis. This policy shall provide coverage for defense costs outside the limit of liability.

E. Certificates of Insurance:

The Contractor shall furnish a certificate of insurance provided by the Contractor's insurance carrier or agent to show that the insurance specified in this contract is in force stating policy numbers, dates of expiration, limits of liability and coverages thereunder, the name of the project, or "Any and All Operations" if working on more than one project and further providing that the insurance shall not be cancelled or materially changed until the expiration of thirty (30) days after written notice of such cancellation or change has been mailed to and received by RMI.

F. Waiver of Subrogation:

Contractor shall waive all rights against RMI, its agents and employees for damages caused by fire or other perils to the covered property. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, and whether or not the person or entity had an insurable interest in the property damaged.

G. Special Provisions:

If Contractor fails to procure and maintain such insurance, RMI shall have the right (but is not obligated) to procure and maintain the said insurance and the Contractor shall pay the cost thereof and provide all necessary information to effect such insurance.

Maintenance of the foregoing insurance coverage shall in no way be interpreted as relieving the Contractor of any responsibility hereunder. The Contractor may secure, at their own expense, such additional insurance as the Contractor deems necessary.

Insurance coverage carried by the Contractor shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the Insurance Requirements to be fulfilled by Contractor. RMI's decision thereon shall be final.

All policies are to be written through companies duly entered and authorized to transact that class of insurance in the state in which the project is located. The insurance companies must have an A.M. Best rating of A- IX or better in the most recent Best's Key Rating Guide.

Approval, disapproval or failure to act by RMI regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability.

By requiring insurance herein, RMI does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted under this contract.

Cross-Liability Coverage. If the liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Contractor shall require all subcontractors to procure and maintain all insurance as set forth in this contract.

Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor when required by RMI.

RMI shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by RMI.

Prior to the commencement of the Work, contractor shall provide certificates of insurance to their RMI contact via email showing their required coverages.