EXHIBIT “H”

Black Canyon Construction Company Insurance

Requirements for Subcontractors

Black Canyon Construction Company requires all subcontractors working on construction projects to carry minimum insurance requirements for the duration of contract (as a minimum).

Attached are two “sample” ACORD Certificates of Insurance with coverages and limits required by Black Canyon Construction Company.

Plan “A”:

The first “sample” Certificate of Insurance requires a $1,000,000 per occurrence limit for Commercial General Liability, Automobile Liability and Employers’ Liability (Workers’ Compensation) Policies.

Plan “B”:

The second “sample” Certificate of Insurance requires a $500,000 per occurrence limit for the Commercial General Liability, Automobile Liability and Employers’ Liability (Workers’ Compensation) Policies plus a $1,000,000 Commercial Umbrella Policy.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
OPTION B

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).

PRODUCER	CONTACT NAME: Insurance Agent Name
Insurance Agent/Broker Name Insurance Agent/Broker Street Address or P.O. Box Insurance Agent/Broker City, State & Zip Code Contact & Phone Number	PHONE (A/C, No, Ext): Insurance Agent Phone Number FAX (A/C, No): Fax Number E-MAIL ADDRESS: Insurance Agent E-mail Address

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Vendor Name Vendor Street Address or P.O. Box Vendor City, State & Zip Code Contact & Phone Number	INSURER A : Name of Insurance Company	Enter NAIC #
	INSURER B : Name of Insurance Company (if applicable)	Enter NAIC #
	INSURER C : Name of Insurance Company (if applicable)	Enter NAIC #
	INSURER D : Name of Insurance Company (if applicable)	Enter NAIC #
	INSURER E : Name of Insurance Company (if applicable)	Enter NAIC #
	INSURER F : Name of Insurance Company (if applicable)	Enter NAIC #

COVERAGES **CERTIFICATE NUMBER:** Enter Certificate Number **REVISION NUMBER:** (if applicable)

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	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		Enter Policy Number	04/30/2012	04/30/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Damage (any one)	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 1,000,000 $ 500,000 $ 50,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y		Enter Policy Number	04/30/2012	04/30/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [X] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y		Enter Policy Number	04/30/2012	04/30/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Enter Policy Number	04/30/2012	04/30/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

Enter PROJECT NAME

Black Canyon Construction Company, Its officers, directors, shareholders, members, partners, joint ventures, co-ventures, affiliates, subsidiaries, successors, assigns, agents and employees are listed as Additional Insured on the General Liability policy as required by written contract. Waiver of Subrogation is shown on the General Liability policy as required by written contract.

CERTIFICATE HOLDER

Black Canyon Construction Company, Its subsidiaries, affiliates, officers, directors, employees

139 Oak Acres Lane
Boerne TX 78006

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

X_____

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ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
OPTION A

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).

PRODUCER	CONTACT NAME: Insurance Agent Name
Insurance Agent/Broker Name Insurance Agent/Broker Street Address or P.O. Box Insurance Agent/Broker City, State & Zip Code Contact & Phone Number	PHONE (A/C, No, Ext): Insurance Agent Phone Number FAX (A/C, No): Fax Number E-MAIL ADDRESS: Insurance Agent E-mail Address

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Vendor Name Vendor Street Address or P.O. Box Vendor City, State & Zip Code Contact & Phone Number	INSURER A : Name of Insurance Company	Enter NAIC #
	INSURER B : Name of Insurance Company (if applicable)	Enter NAIC #
	INSURER C : Name of Insurance Company (if applicable)	Enter NAIC #
	INSURER D : Name of Insurance Company (if applicable)	Enter NAIC #
	INSURER E : Name of Insurance Company (if applicable)	Enter NAIC #
	INSURER F : Name of Insurance Company (if applicable)	Enter NAIC #

COVERAGES **CERTIFICATE NUMBER:** Enter Certificate Number **REVISION NUMBER:** (if applicable)

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	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		Enter Policy Number	04/30/2012	04/30/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Damage (any one)	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 50,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y		Enter Policy Number	04/30/2012	04/30/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Enter Policy Number	04/30/2012	04/30/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Enter PROJECT NAME

Black Canyon Construction Company, Its officers, directors, shareholders, members, partners, joint ventures, co-ventures, affiliates, subsidiaries, successors, assigns, agents and employees are listed as Additional Insured on the General Liability policy as required by written contract. Waiver of Subrogation is shown on the General Liability policy as required by written contract.

CERTIFICATE HOLDER

Black Canyon Construction Company, Its subsidiaries, affiliates, officers, directors, employees

139 Oak Acres Lane
Boerne TX 78006

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

X _____

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EXHIBIT "H"

Minimum Insurance Requirements

1 Subcontractor shall promptly obtain insurance for the Work as specified in this Subcontract Agreement. Subcontractor must use a standard insurance certificate form. Subcontractor shall provide the required insurance certificate(s) to Contractor prior to commencing the Work and shall be liable to Contractor for the consequences of Subcontractor's failure or delay in obtaining the required insurance policies and coverages. Subcontractor acknowledges that it may not enter the jobsite *unless and until* Contractor receives and approves the specified insurance certificate(s).

2 Each insurance certificate must state that the insurance carrier is required to give Contractor thirty (30) days prior written notice of cancellation, material change that reduces or restricts the coverages or liability limits of any insurance policy provided hereunder, or non-renewal. Subcontractor's insurance certificate(s) shall also include the **PROJECT NAME** in a conspicuous location. The insurance requirements described in this Agreement are not intended to and shall not in any way limit or qualify the liabilities and obligations Subcontractor assumes pursuant to this Subcontract Agreement.

3 The insurance policies required Articles 4.1(B) and (C) and 4.2(B), (C) and (D) below shall (1) name **OWNER, CONTRACTOR'S SURETY, ARCHITECT, DESIGN CONSULTANTS, INCLUDING ALL ENGINEERS, AND ALL OF CONTRACTOR'S OTHER INDEMNITEES (AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, JOINT VENTURES, CO-VENTURES, AFFILIATES, SUBSIDIARIES, SUCCESSORS, ASSIGNS, AGENTS AND EMPLOYEES) (HEREINAFTER COLLECTIVTY REFERRED TO AS "INDEMNIFIED PARTIES"** (collectively "Indemnified Parties") as additional insureds in regard to both ongoing and completed operations, (2) contain a waiver of subrogation in favor of Indemnified Parties, and (3) state that such policies are primary and non-contributory with any insurance carried by Indemnified Parties. Subcontractor shall be responsible for all deductibles. In addition, the insurance policies required Articles 4.1(A) and 4.2(A) below shall contain a waiver of subrogation in favor of Indemnified Parties. The following endorsement forms shall be incorporated into each such policy:

(a) Additional Insured (CG 2010 (11-85) or equivalent and
(b) Waiver of Subrogation (CG 2404 (11-85) or equivalent

4 During the full term of the Work and of this Agreement, Subcontractor shall at all times maintain the following insurance coverage (either option "A" or "B" below) in primary *and/or* excess form, with limits not less than those described below, with insurers licensed to do business in the State and in forms or policies acceptable to Owner and Contractor

4.1 Option "A":

A. Worker's Compensation Insurance:
Worker's Compensation: Statutory
Employer's Liability: $1,000,000.00
The Worker's Compensation Policy shall coverall Subcontractors' jobsite employees and include a waiver of subrogation in favor of Indemnified Parties executed on endorsement form required at paragraph 3 above.

EXHIBIT “H”

B. General Liability Insurance:

General Aggregate: $2,000,000 (Endorsed for designated project CG 2503 (03-97))).
Products & Completed Operations Aggregate: $1,000,000
Personal & Advertising Injury Limit: $1,000,000
Each Occurrence Limit: $1,000,000
Fire Damage (any one fire) Limit: $50,000
Medical Expenses (Any one person) Limit: $5,000

C. Auto Liability Insurance (form /50 CA 0001 or equivalent):

Bodily Injury and Property Damage: $1,000,000 Combined Single Limit
The Auto Liability Policy shall be written on a standard form and cover any automobile, including without limitation, all owned, non-owned and hired automobiles.

D. Subcontractor’s Equipment Insurance:

At Subcontractor’s option, Subcontractor may provide equipment insurance that shall protect Subcontractor against losses caused by physical damage to all Subcontractors’ tools, equipment and materials which are used to prosecute the Work but which are not incorporated into the Work. Subcontractor’s equipment insurance must include a waiver of subrogation in favor of Indemnified Parties.

4.2 Option “B”:

A. Worker’s Compensation Insurance:

Worker’s Compensation: Statutory
Employer’s Liability: $500,000
The Worker’s Compensation Policy shall cover all Subcontractors’ jobsite employees and include a waiver of subrogation in favor of Indemnified Parties executed on endorsement form required at paragraph 3 above.

B. General Liability Insurance:

General Aggregate: $1,000,000 (Endorsed for designated project (CG 2503 (03-97))).
Products & Completed Operations Aggregate: $500,000
Personal & Advertising Injury Limit: $500,000
Each Occurrence Limit: $500,000
Fire Damage (any one fire) Limit: $50,000
Medical Expenses (Any one person) Limit: $5,000

C. Auto Liability Insurance (form ISO *CA 0001 or equivalent):*

Bodily Injury and Property Damage: $500,000 Combined Single Limit
The Auto Liability Policy shall be written on a standard form and cover any automobile, including without limitation, all owned, non-owned and hired automobiles.

D. Excess (Umbrella) Insurance:

Bodily Injury and Property Damage: $1,000,000 per occurrence and in aggregate
The Excess (Umbrella) Policy shall provide coverage that is as broad as and for the same term as the primary policy and the limits shall be in addition to those provided by the coverages required in 4.2(A), (B) and (C).

4.3 The General Liability Policy, whether furnished under either option "A" or "B" above, shall be an occurrence policy and shall include the following minimum coverages: Premises/Operations, Independent Contractors, Products Liability, Completed Operations, and Broad Form Contractual Liability to cover the Indemnity and other applicable sections of this Subcontract Agreement, Broad Form Property Damage, Personal Injury Liability with exclusions related to contractual liability deleted, and Explosion-Collapse-Underground Liability and pollution liability (if required by Contractor or the Contract Documents). Design responsibility of Subcontractor shall also be covered by the policy. The policy also shall not contain an employers' liability exclusion and/or action-over exclusion for claims made by employees of subcontractor against Owner, Contractor and/or other Indemnified Parties.

4.4 Subcontractor's general liability, auto liability, and umbrella liability policies, whether furnished under either option "A" or "B" above, must include coverage for cross liability and provide for severability of interests.

4.5 If Subcontractor uses an employee leasing service, Leasing Company or Leasing Service shall name Subcontractor as an Alternate Employer under its workers' compensation policy with a 30 day advance notice of cancellation, material change or non-renewal.

5 *Subcontractor's Equipment Insurance:*

Subcontractor shall have its own equipment insurance which shall protect Subcontractor against losses caused by physical damage to all Subcontractor's tools, equipment and materials which are used to prosecute the Work but which are not incorporated into the Work. Subcontractors equipment insurance must include a waiver of subrogation in favor of Indemnified Parties.

6 *Builder's Risk Insurance:*
Owner or Contractor may provide Builder's Risk insurance for the entire Project, insuring against all risks of direct physical loss or damage to Owners or Contractors materials, equipment, machinery and other property incorporated in the Project, *subject to* policy exclusions and deductibles. Subcontractor shall verify that Builder's Risk Insurance has been provided for each Project; if no such insurance is provided, Subcontractor assumes all risk of loss of or damage to any materials, equipment, tools, appliances or other items of value provided to the Project by or through Subcontractor, regardless of any transfer of title to same, through the date of final payment to Contractor by Owner. Builder's Risk insurance, if provided, will not provide coverage for tools, equipment or other items which Subcontractor uses in connection with the Work and which are not intended to become a permanent part of the Work. Subcontractor waives its right of subrogation against Owner and Contractor for damage caused by fire or other perils. If Subcontractor makes a claim on the Builder's Risk policy, Subcontractor shall pay its pro rata share of the policy's deductible amount, up to and including one hundred percent (100%) if applicable.

EXHIBIT “H”

7 Contractor’s minimum requirements are set forth on the attached alternative sample certificates for options “A” and “B”. The Subcontract Agreement will not be in affect until a Certificate of Insurance, in compliance with the requirements herein, is received directly from your insurance agent.

EXHIBIT “H”

Black Canyon Construction Company Insurance

Requirements for Subcontractors

Endorsements to the Certificate “A” or “B”:

Additional Insured - Adds another individual or entity (Black Canyon) to the subcontractors policy which extends coverage to that individual or entity (Black Canyon).

Waiver of Subrogation - Relinquishes the right of an insurance company to collect claim expenses from Black Canyon for damages paid on behalf of the subcontractor.

Notice of Cancellation 30 Days - Provisions in the policy mandating that the sub’s insurance company is to provide (Black Canyon) advance notice of cancellation or non-renewal of a policy.

Primary Wording and Non Contributory Endorsement -

- Primary Wording makes the Sub’s policy pay first when a claim occurs.
- Non Contributory means Black Canyon’s policy will not contribute to the claim.

(Subcontractor with Leased Employees)
Alternate Employer Endorsement - Workers’ Compensation endorsement for an employee leasing company that leases employees to a subcontractor to protect the subcontractor against claims of the leased employees.

Subcontractor is required to provide Black Canyon with evidence that the sub is included on the Leasing Company’s Workers’ Compensation Policy as an “Alternate Employer ".’

EXHIBIT "H"

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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EXHIBIT "H"

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make or injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

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