



**EXHIBIT B
INSURANCE REQUIREMENTS**

Prior to commencing the Work, Subcontractor shall procure and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the Purchase Order or Subcontract Agreement, insurance coverage required by these contracts. At a minimum, and subject to modification in individual Work Orders, the types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to Contractor as set forth below. All insurers shall have at least an AM Best rating of "A-" and qualified to do business in the state where the work is located. Subcontractor shall provide insurance as follows:

1. Workers' Compensation and Employers Liability

Statutory Workers Comp in accordance with the law including any "other" State endorsements.
Employers Liability insurance with limit of:

- \$500,000 Each Accident**
- \$500,000 Each Employee for Injury by Disease**
- \$500,000 Aggregate for Injury by Disease.**

2. Commercial General Liability ("CGL") with a combined single limit for Bodily Injury, Personal Injury and Property Damage of

- \$1,000,000 per occurrence**
- \$2,000,000 General Aggregate – PER PROJECT**
- \$2,000,000 Products and Completed Operations Aggregate**
- \$1,000,000 Personal and Advertising Injury**

3. Commercial Automobile (including leased, hired and non-owned autos) with a combined single limit for Bodily Injury and Property Damage of **\$1,000,000**

4. Commercial Umbrella \$1,000,000 minimum up to \$ 5,000,000 based on the job requirements.

5. The Contractor (its parents, subsidiaries, and related corporations), Owner and Architect/Engineer, and other as provided in the Contract Documents, shall be named as **Additional Insured** on each of these policies except for Worker's Compensation pursuant to ISO form CG 20 10 07 04 and CG 20 37 07 04 Additional Insured endorsement or any similar endorsement providing the same or broader coverage. Failure by the Contractor to request Subcontractor to fulfill this requirement is not a waiver of this requirement. Subcontractor's insurance policies shall state that they are primary and non-contributory with any other insurance carried by, or for the benefit of the Additional Insured. Any such insurance maintained by an Additional Insured shall be excess of that maintained by Subcontractor. Each liability policy of the Subcontractor shall contain a "separation of insureds" provision that, except for limits of liability, the policies shall operate as though separate policies had been issued to each insured. Subcontractor will procure an appropriate clause in, or endorsement on, any policy of insurance carried by or on behalf of the Subcontractor, (including but not limited to Subcontractors' Workers Compensation policies), pursuant to which the insurance company either waives subrogation, consents to a waiver of right of recovery against or from Contractor and agrees that such insurance shall not be invalidated should the insured waive, prior to any loss, any or all rights of recovery against Contractor. 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, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged or bodily injury incurred.

6. Certificates of Insurance indicating the Project must be submitted, approved and available to Contractor, prior to commencement of work and provide **30 days written notice** prior to cancellation, non-renewal or material modification.

7. Should the Subcontractor engage a next tier subcontractor, the same conditions applicable to the Subcontractor under these requirements shall apply to the next tier contractor.