

# Exhibit B

## Insurance Requirements

The insurance requirements set out in this Article are independent from all other obligations of the Subcontractor under this Subcontract and apply whether or not required by any other provision of this Subcontract.

Subcontractor shall attach to the signed copies of this Subcontract returned to Construction Manager/Contractor appropriate Certificates of Insurance ("Certificates") showing that the below required insurance coverages in companies acceptable to the Contractor and the Construction Manager/Contractor are in force, and further providing that the insurance will not be canceled without at least thirty (30) days prior written notice. **Cancellation wording may not include the words "endeavor to" or "but failure to", etc.**

**NOTE: All certificates of insurance shall be submitted listing INTEGRATE CONSTRUCTION PARTNERS as the certificate holder AND shall list the project name and project number (PROJECT NAME – Project #\_\_\_\_\_).**

If coverage limits specified by the Contractor are required of Subcontractor and if greater than the coverage limits reflected on the Certificates provided to Construction Manager/Contractor, Subcontractor shall immediately obtain the required higher coverage limits and furnish Construction Manager/Contractor with replacement Certificates showing proper coverage limits and otherwise complying with this Exhibit A.

**Subcontractor agrees to notify Contractor and Construction Manager/Contractor in writing, at least 30 days in advance, of any reduction by the insurers in required coverage's or coverage limits, and in case of non-renewal, at least 30 days prior to expiration of the current policies. Subcontractor agrees to file new, complying Certificates showing proper renewal coverage's and limits in force at least 30 days prior to expiration of the current policies.**

(a) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1) Worker's Compensation and Occupational Disease Coverage in accordance with the laws of the State within whose jurisdiction the work is performed. In the event that the work of this contract falls within the purview of the United States Longshoreman's and Harbor Worker's Compensation Act, the Jones Act or the Federal Employer's Liability Act, the Subcontractor shall extend his Worker's Compensation Insurance to provide and maintain in full force and effect during the period covered by this Subcontract, insurance against the liability imposed under the above-mentioned Acts as applicable.

2) Employer's Liability Coverage with a minimum limit of: \$1,000,000 / \$1,000,000 / \$1,000,000

Where permitted by law the Subcontractor waives subrogation against the Construction Manager/Contractor.

(b) COMMERCIAL GENERAL LIABILITY INSURANCE, on a coverage form at least equal to that provided under ISO CG 00 01, latest available edition, on an occurrence basis, without restricting endorsements that reduce coverage. Subcontractor hereby warrants that its Commercial General Liability policy and any Umbrella / Excess Liability policy (ies) do not contain any exclusions or limitations pertaining to residential or habitational construction.

The above coverage shall be written for not less than the following minimum limits:

\$2,000,000	GENERAL AGGREGATE ( <b>PER PROJECT</b> )
\$2,000,000	PRODUCTS-COMPLETED OPERATIONS AGGREGATE
\$1,000,000	PERSONAL & ADV. INJURY
\$1,000,000	EACH OCCURRENCE

**Continuation of Coverage** - The Subcontractor shall continue to carry Completed Operations liability insurance for at least five (5) years after either 90 days following Substantial Completion of the Work or final payment, whichever is earlier.

Where permitted by law the Subcontractor waives subrogation against the Construction Manager/Contractor.

(c) AUTOMOBILE LIABILITY INSURANCE including the following coverages: Owned, Leased, Hired, and Non-Owned vehicles shall be written for not less than the following minimum limits: \$1,000,000.00 PER ACCIDENT

Where permitted by law the Subcontractor waives subrogation against the Construction Manager/Contractor.

(d) UMBRELLA / EXCESS LIABILITY INSURANCE written for the following limits:

\$2,000,000	EACH OCCURRENCE LIMIT
\$2,000,000	GENERAL AGGREGATE

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Coverage is to be at least as broad as underlying employer's liability, commercial general liability and auto liability insurance maintained by Subcontractor in accordance with this agreement.

Where permitted by law the Subcontractor waives subrogation against the Construction Manager/Contractor.

(e) PROFESSIONAL LIABILITY with a deductible not to exceed \$10,000 for any Subcontractor providing design or consultative services. Coverage shall be continued in effect for five (5) years after the date of substantial completion with the following limits:

\$2,000,000 EACH CLAIM  
\$2,000,000 GENERAL AGGREGATE

Where permitted by law the Subcontractor waives subrogation against the Construction Manager/Contractor.

(f) POLLUTION LIABILITY - Subcontractor shall maintain in force for the full period of this contract insurance covering losses caused by pollution conditions that arise from the operations of the Subcontractor. Coverage shall be maintained for 5 years after the date of Substantial Completion for the project. Insurance shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured, clean-up costs, and defense, including costs and expenses incurred in the investigation and settlement of claims. The policy of insurance affording these required coverages shall be written in the amount of at least \$1,000,000 per occurrence, with annual aggregate of at least \$2,000,000.

Where permitted by law the Subcontractor waives subrogation against the Construction Manager/Contractor.

(g) BUILDER'S RISK INSURANCE for the project is being provided by the Owner. The Builder's Risk coverage will include the interests of the Owner, the Contractor, the Construction Manager/Contractor and Subcontractors of all tiers. Subcontractors will be responsible for a \$10,000 deductible on a contributory basis according to their share of the loss.

The Owner (OWNER NAME) Construction Manager/Contractor (Integrate Construction Partners), as well as any other parties listed as additional insureds in the Owner-Construction Manager/Contractor Agreement shall be added as additional insureds under the Commercial General Liability, Umbrella/Excess Liability, Pollution Liability, and Automobile Liability insurance listed above. Said additional insured status is to be provided via ISO forms CG 20 10 07 04 and CG 20 37 07 04 for General Liability Coverage or forms that provide equivalent coverage for Auto, Umbrella, and Pollution Coverages. It is agreed by the parties that such coverage will be primary and non-contributory and any coverage carried by the Construction Manager/Contractor will be excess of Subcontractor's coverage. If required by the law of the state where the project is located, Construction Manager/Contractor shall also be furnished a copy of the policy and the endorsement issued by the insurer adding the Construction Manager/Contractor as additional insureds or other documents as necessary to lawfully effectuate such endorsement.

Construction Manager/Contractor shall have no duty to Subcontractor or to any of its insurers or their insurance agents to review any Certificates or copies of insurance furnished Construction Manager/Contractor or to determine whether the terms of each Certificate or policy of insurance comply with the insurance-related provisions of the Subcontract Documents. A failure of Construction Manager/Contractor to detect that Subcontractor has not submitted Certificates, or proper Certificates, or is otherwise not in compliance with the insurance-related provisions of the Subcontract Documents shall not be considered a waiver or other impairment of any of Construction Manager's/Contractor's rights under such insurance-related provisions.

**Number of Policies** Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

If the Subcontractor fails to procure and maintain such insurance, in addition to the option of declaring Subcontractor in default for breach of a material provision of the Subcontract, Construction Manager/Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides Construction Manager/Contractor with equivalent protection, and Subcontractor shall furnish all necessary information to make effective and maintain such insurance. At the option of Construction Manager/Contractor, the cost of said insurance purchased by Construction Manager/Contractor shall be charged against and deducted from any monies then due or to become due to Subcontractor or Construction Manager/Contractor shall notify Subcontractor of the cost thereof and Subcontractor shall promptly pay such cost.