

EXHIBIT B

SUBCONTRACTOR/VENDOR INSURANCE REQUIREMENTS

****CSI does not waive insurance requirements for anyone on our jobsites****

Prior to the commencement of any work, Subcontractor/Vendor shall purchase and maintain, at its own expense, the following types of insurance coverage and limits of liability. **The insurance may be provided in a policy or policies, primary and excess, including the umbrella or excess form.** These insurance requirements and the obligations of the indemnification agreement that is part of this contract shall also apply to anyone hired by you to Work under this agreement.

A. Commercial General Liability (Occurrence Form):

Combined Bodily Injury and Property Damage Liability:

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Each Occurrence	\$ 1,000,000
Personal Injury	\$ 1,000,000

The following are standard coverages provided under a Commercial General Liability Policy. If your General Liability policy does not include these, they must be added by endorsement.

- ⊗ Premises/Operations
- ⊗ Contingent liability for work performed by Subcontractors/Vendors
- ⊗ Explosion, Collapse, and Underground
- ⊗ Broad Form Property Damage (including Completed Operations)
- ⊗ Personal Injury liability (with contractual exclusion deleted)
- ⊗ The policy shall state that it is **primary and non-contributory** with any insurance maintained by Contractor and Owner, their subsidiaries, directors, officers, employees and agents.
- ⊗ Contractual liability (including construction contracts)

The following are required endorsements:

- ⊗ Contractor and Owner, their subsidiaries, directors, officers, employees, and agents shall be included as Additional Insureds for Ongoing Operations (Form CG 20 33) and for Completed Operations (Form CG 20 37), or their equivalent on a combined form, under Subcontractor's/Vendor's policy.
- ⊗ General Aggregate Limit Per Project

No exclusions can be attached for: subsidence, cross suits, exterior insulation finish systems, exclusion of work performed by Subcontractor/Vendors, or residential work.

Subcontractor/Vendor shall maintain Products and Completed Operations Insurance, and the Additional Insured and primary and non-contributory coverage as specified in this attachment through the statute of repose of the state in which the project is located. Subcontractor/Vendor shall continue to provide evidence of such coverage to Contractor on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement.

Subcontractor/Vendor shall provide copies of the Additional Insured endorsements to Contractor.

B. Workers' Compensation and Employer's Liability:

Coverage A:	
Statutory Coverage:	As required by the State in which the Work is performed.
Coverage B:	
Employers Liability Coverage: all other states	\$1,000,000 Each Accident \$1,000,000 Disease, Policy Limit \$1,000,000 Disease, Each Employee
Employers Liability Coverage: Colorado	\$100,000 Each Accident \$500,000 Disease, Policy Limit \$100,000 Disease, Each Employee
Waiver of Subrogation	Endorsement included in favor of Contractor and Owner.

C. Business Auto Policy:

Combined Bodily Injury and Property Damage Liability (Combined Single Limit):	\$1,000,000 each accident
Liability Coverage for the following must be included:	Any Automobile OR Owned, Non-Owned <u>and</u> Hired Automobiles
Additional Insured	Endorsement included in favor of Contractor and Owner

D. Excess/Umbrella Policy:

\$1,000,000 Each Occurrence/\$1,000,000 Aggregate Excess of the Employer's Liability, Commercial General Liability and Automobile Liability on a following form basis.

Contractor and Owner shall be included as Additional Insureds Including Completed Operations.

E. Architects or Engineers Professional Liability (E&O):

Engineering or design professionals, including those who provide services through sub-consultants shall provide evidence of Architects or Engineers Professional Liability (E&O) insurance coverage as shown below, with a deductible not to exceed \$25,000.

Such insurance shall have Prior Acts Coverage which covers any negligent act, error or omission which occurred prior to the effective date of the policy and shall be continued in force for a minimum period of three years after completion of the project or for a longer period of time if so required in the Contract documents.

EACH CLAIM	\$1,000,000 Limit of Liability or Greater
ANNUAL AGGREGATE	\$2,000,000 Limit of Liability or Greater
DEDUCTIBLE	\$ 25,000 or less

F. Pollution Liability:

Including clean-up costs, the liability limit must be at least \$1,000,000 per claim.

G. Certificates of Insurance:

The Subcontractor/Vendor shall furnish an **Original** certificate of insurance 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 for Contractor.

H. Waiver of Subrogation:

Contractor and Subcontractor/Vendor waive all rights against (1) each other and any of their Vendors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their Subcontractors/Vendors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. Subcontractor/Vendor shall require of Subcontractor/Vendor agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. 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.

I. Special Provisions:

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-, VII or better in the most recent Best's Key Rating Guide.

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

Contractor shall make no special payments for any insurance that the Subcontractor/Vendor may be required to carry; all are included in the contract price and in the contract unit prices.

The Subcontractor/Vendor shall require all Sub-Subcontractors to procure and maintain all insurance as set forth in this contract.

CONTRACTOR

BY _____

TITLE _____

DATE _____

SUBCONTRACTOR

BY _____

TITLE _____

ADDRESS _____

DATE _____