

EXHIBIT B

SUBCONTRACTOR/VENDOR INSURANCE REQUIREMENTS

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. 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):

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

Insurance required under section A shall provide coverage on an occurrence form no less broad than the ISO Form CG 00 01 2004 or 2007 editions and shall include coverage for Products/Completed Operations. There shall be no exclusions for: subsidence, exterior insulation finish work (if applicable), residential (if applicable), completed operations, explosion/collapse and underground, contractual liability, nor work performed by subcontractors.

The following are endorsements required:

- Contractor (Colorado Structures, Inc., dba CSI Construction Company) and Owner, and such other parties as Contractor is required by contract to name as Additional Insured shall be included as Additional Insureds for Ongoing Operations (Form CG 20 10) **and** for Completed Operations (Form CG 20 37), or their equivalent on a combined form, under Subcontractor's/Vendor's policy on a primary and noncontributing basis. The products/completed operations protection provided by the additional insured endorsement must extend each and every year until the statute of repose for the state in which the project is located has been exceeded.
- General Aggregate Limit Per Project
- Waiver of Subrogation in favor of Contractor and Owner

B. Workers' Compensation and Employer's Liability:

Coverage A:

Statutory Coverage:

As required by the State in which the Work is performed. **Contractor requires workers' compensation coverage for everyone working on the project site.**

Coverage B:

Employers Liability Coverage:

\$ 1,000,000 Each Accident
\$ 1,000,000 Disease, Policy Limit
\$ 1,000,000 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.
Waiver of Subrogation	Endorsement included in favor of Contractor and Owner

D. Umbrella Liability or Excess Liability:

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

Contractor and Owner and such other parties as Contractor is required by contract to name as Additional Insured shall be included as Additional Insureds including Completed Operations.

E. Professional Liability

If Subcontractor has design or engineering responsibility of any nature on this Project, Subcontractor shall purchase and maintain Professional Liability coverage with a limit no less than \$1,000,000 per claim and \$1,000,000 aggregate and a deductible or SIR not greater than \$25,000.

The retroactive date of such policy must be on or before the date Subcontractor or Subcontractor's Subconsultants began professional services for the Project. If Subcontractor utilizes Subconsultants or independent design professionals, such Designer must purchase and maintain professional liability insurance on the same basis, with limits of \$1,000,000 per claim and general aggregate of \$1,000,000.

Such coverage shall be continued in force for a minimum period of three years after completion of the project or for a longer period of time as required in the contract documents.

The policy shall include contractual coverage to include coverage for liability assumed under the Hold Harmless or Indemnification clause contained in the Subcontract.

F. Pollution Liability:

The insurance shall include clean-up costs and coverage for any form of fungus, including mold. Subcontractor agrees to maintain such coverage for three years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require. If the policy is claims made, the retroactive date of such policy must be on or before the date Subcontractor or Subcontractor's Subconsultants began professional services for the Project. Limits of \$1,000,000 per claim and general aggregate of \$1,000,000.

E. 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.

F. Builder's Risk Waiver of Subrogation:

Contractor and Subcontractor/Vendor waive all rights against (1) each other and any of their Sub-subcontractors, 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 Project, 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, similar waivers in favor of other parties enumerated herein. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section F shall not prohibit a waiver of subrogation. 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.

G. 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.

If Subcontractor's insurance should have any exclusionary language or restrictive endorsements which may affect or negate required coverage listed in this Agreement, Subcontractor shall be fully responsible for any and all direct and indirect costs as a result of the deficiency, and shall reimburse Contractor immediately upon notice for all costs, damages and demands, including, but not limited to, legal fees and claims.

CONTRACTOR

BY _____

TITLE _____

DATE _____

SUBCONTRACTOR

BY _____

TITLE _____

ADDRESS _____

DATE _____