

EXHIBIT "B"

Insurance Requirements

This insurance will provide a defense and indemnify the Contractor, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused or alleged to be caused in whole or in part by the Subcontractor's acts or omissions or the acts or omissions of those acting on the Subcontractor's behalf, except for when the injury is to a Subcontractor employee and the Contractor's Sole Negligence is alleged as the cause.

Each insurance policy shall list Contractor and Owner as additional insureds, which policies shall include contractual liability endorsements to cover Subcontractor's obligations under this Agreement.

Coverage under each policy as it pertains to Contractor and Owner shall apply on a primary and noncontributory basis with any other insurance available to Contractor or Owner, and the insurer will not seek contribution from any other insurance of Contractor or Owner, whether primary, excess or contingent, and even though such other insurance may provide that it is primary insurance. Coverage under each policy shall be on an occurrence rather than a claims made basis. Each policy also shall be endorsed to provide that Contractor will be notified of the cancellation or any restrictive amendment of the policy at least thirty (30) days before the effective date of such cancellation or amendment.

To the extent that the Subcontractor enters into a sub-subcontract with any other entity or individual to perform all or part of the Work, the Subcontractor shall require all other sub-subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the sub-subcontractor.

Minimum Limits of Liability

The Subcontractor shall maintain the required insurance with a carrier rated A- VIII or better by A.M. Best. The Subcontractor shall maintain at least the limits of liability as set forth below:

Commercial General Liability

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)

\$2,000,000 General Aggregate, per project

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability

\$1,000,000 combined single limit per accident

Worker's Compensation and Employer's Liability

\$1,000,000 Each Accident

\$1,000,000 Each Employee for Injury by Disease

\$1,000,000 Aggregate for Injury by Disease

Excess or Umbrella Liability (To overlay/excess of Employer's Liability, Automobile Liability, Commercial General Liability, and Profession Liability)

\$1,000,000 Each Occurrence/Aggregate

ADDITIONAL INSURED STATUS AND CERTIFICATE OF INSURANCE

Contractor, along with its respective officers, agents and employees, shall be named on the Commercial General Liability Insurance as Additional Insured (form CG 20 10 10 01 or CG 20 33 10 01) for Ongoing Operations and Product's/Completed Operations (form CG 20 37 10 01) on the Subcontractor's and any sub-subcontractor's Commercial General Liability policy, to the extent that it is permitted by law. This insurance must be primary and noncontributory with respect to the Additional Insureds. This insurance shall remain in effect as set forth below, in the "Continuation of Coverage" provision. Furthermore, Contractor, along with its respective officers, agents and employees, shall be named as an Additional Insured to the Subcontractor's and any sub-subcontractor's Commercial Auto Liability Policies, to the extent that it is permitted by the law.

It is expressly understood by the parties to this Contract that it is the intent of the parties that any insurance obtained by Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, the sub-subcontractor or any of their respective consultants, officers, agents, sub-subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Worker's Compensation and Excess Liability policies in favor of Contractor, and this clause shall apply to the Contractor's officers, agents and employees, with respect to all projects during the policy term.

CANCELLATION, RENEWAL AND MODIFICATION

The Subcontractor shall maintain in effect all insurance coverages required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to Contractor until final completion and acceptance of the entirety of the Work--or longer if so provided in the Agreement--such as with respect to completed operations coverage.

CONTINUATION OF COVERAGE

The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least ten (10) years after the later of ninety (90) days following Substantial Completion of the Work or final payment to the Subcontractor. The Subcontractor shall furnish Contractor evidence of such insurance at final payment and in each successive year during which the insurance coverage must remain in effect. Failure to carry the required insurance for the required ten (10) years shall be considered a material breach of this Agreement.