

***The following SAMPLE Exhibit B reflects Alberici's standard insurance requirements and are subject to change as dictated by the scope of work or as required by the Owner-Contractor Agreement.**

ALBERICI INSURANCE REQUIREMENTS

The insurance requirements set out in this Exhibit 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.

Contractor utilizes myCOI Central, a software management system used to track certificates of insurance and to track and verify insurance coverage. Upon Subcontractor's receipt of this Agreement, Subcontractor will receive an email from RiskManagementAlberici@alberici.com. Subcontractor must follow the instructions contained in the email and complete the online registration. Upon completion of registration, Contractor will request proof of insurance directly from Subcontractor's insurance agent(s). In addition to the other terms and conditions contained herein, Subcontractor may not commence Work and no payments will be made, until Subcontractor is registered in myCOI Central and a compliant COI has been received.

Certificates of Insurance ("Certificates") are to be issued on ACORD Form 25 and show that the below required insurance coverages in companies with a minimum A.M. Best's Rating of A-, VIII or companies acceptable to Contractor are in force. Required endorsements must be attached to such Certificates.

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

Subcontractor agrees to notify Contractor in writing, at least 30 days in advance, of any reduction by the insurers in required coverages or coverage limits, cancellation, or non-renewal of Subcontractor's policies. Subcontractor agrees to file new, complying Certificates showing proper renewal coverages and limits in force at least 10 days prior to expiration of the current policies.

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

- 1) Workers' Compensation coverage in accordance with the laws of the State within the 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 (Maritime Employer's Liability) or the Federal Employer's Liability Act, the Subcontractor shall extend Workers' 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. No alternative or benefit plan in lieu of statutory Workers' Compensation coverage will be acceptable even in those jurisdictions where permitted.
- 2) Employer's Liability Coverage with a minimum limit of: \$1,000,000 Bodily Injury by Accident - Each Accident; \$1,000,000 Bodily Injury by Disease - Policy Limit; \$1,000,000 Bodily Injury by Disease - Each Employee

Where permitted by law the Subcontractor waives subrogation against Alberici, Owner and others as required by the Owner-Contractor Agreement.

(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. Subcontractor shall identify on the Certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Subcontractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Subcontractor shall obtain appropriate endorsements acceptable to Alberici as a condition of this Subcontract.

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

\$1,000,000	GENERAL AGGREGATE (PER PROJECT; if not PER PROJECT, the limit shall be \$2,000,000)
\$1,000,000	PRODUCTS-COMPLETED OPERATIONS AGGREGATE
\$1,000,000	PERSONAL & ADV. INJURY
\$1,000,000	EACH OCCURRENCE

Continuation of Coverage Subcontractor shall maintain Completed Operations coverage for the applicable Statute of Repose following Substantial Completion of the Work.

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

(d) Umbrella (EXCESS) Liability Insurance with combined single limits for bodily injury and property damage of not less than \$1,000,000 EACH OCCURRENCE and \$1,000,000 AGGREGATE. Such coverage shall be in excess of all liability insurance required under the above Paragraphs (a) 2, (b) and (c).

(e) [AS APPLICABLE PER OUTLINED SCOPE] PROFESSIONAL LIABILITY INSURANCE coverage shall be written for not less than the following minimum limits: \$1,000,000 EACH CLAIM and \$1,000,000 AGGREGATE. Any retroactive date applicable to the policy shall precede the commencement of any professional services provided under this agreement. Professional Liability Insurance coverage shall be maintained by the Professional Engineer/Subcontractor for not less than three (3) years beyond the completion of the project with no change in the original retroactive date.

(f) [AS APPLICABLE PER OUTLINED SCOPE] CONTRACTOR'S POLLUTION LIABILITY INSURANCE shall be written on an occurrence basis for not less than the following minimum limits: \$1,000,000 EACH OCCURRENCE and \$1,000,000 AGGREGATE. Coverage shall include Alberici, Owner and others as required by the Owner-Contractor Agreement.

Alberici, Owner and others as required by the Owner-Contractor Agreement shall be added as additional insureds under the Commercial General Liability and Automobile Liability coverages. The coverage afforded the additional insureds for Commercial General Liability must provide coverage at least equal to that of ISO form CG 20 10 07/04 for ongoing operations and CG 20 37 07/04 for completed operations. It is agreed by the parties that such coverage will be primary and non-contributory and any coverage maintained by Contractor and/or Owner will be excess of Subcontractor's coverage.

To the fullest extent permitted by law, all insurance policies procured, paid for, and maintained by the Subcontractor for the work performed according to this Subcontract Agreement must contain a Waiver of Subrogation in favor of the Alberici, Owner and others as required by the Owner-Contractor Agreement. This Waiver of Subrogation is required not only with respect to insurance required of Subcontractor in this article, but also with respect to any other property, inland marine, liability, or other insurance the Subcontractor may have in force that may cover the work performed for this job.

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 to 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 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 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 full required limits are arranged under a combination of Primary and Excess or Umbrella policies, all policies will be primary and non-contributory and any coverage maintained by Contractor and/or Owner will be excess of Subcontractor's coverage.

Any deductibles or retentions under Subcontractor's policies shall be paid by, assumed by, for the account of, and at Subcontractor's sole risk.

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, Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides Contractor with equivalent protection, and Subcontractor shall furnish all necessary information to make effective and maintain such insurance. At the option of Contractor, the cost of said insurance purchased by Contractor shall be charged against and deducted from any monies then due or to become due to Subcontractor or Contractor shall notify Subcontractor of the cost thereof and Subcontractor shall promptly pay such cost.

If Subcontractor enters into any subcontract agreement with any lower-tier subcontractor, Subcontractor shall require such lower-tier subcontractor to maintain insurance similar to that required of Subcontractor under this agreement, including primary/non-contributory additional insured and waiver of subrogation provisions as required hereunder.

BUILDER'S RISK coverage including the interests of the Subcontractor will be provided by Owner or Contractor as identified in the Subcontract Documents. The Subcontractor is responsible for the Builder's Risk deductible for each loss to the extent losses payable under the Builder's Risk policy are attributable to Subcontractor's work, acts or omissions, or the work, acts or omissions of any lower tier Subcontractor, or any other party for whom Subcontractor may be responsible. Alberici and Subcontractor waive all rights against each other and any of their subcontractors for damages caused by fire or other causes of loss to the extent covered by Builder's Risk insurance, except such rights as they have to proceeds of such insurance held by the Contractor or Owner as fiduciary. Subcontractor shall require all of its subcontractors, by appropriate agreement, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.