

**EXHIBIT B: 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 e-mail from [registration@myCOItracking.com](mailto:registration@myCOItracking.com). Subcontractor must follow the instructions contained in the e-mail 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 Certificate of Insurance 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. All certificates must reference the specific project in the certificate description/comments area for identification purposes.

Subcontractor waives against Contractor any and all rights of recovery for loss, damage, or expense to the extent the same are recovered pursuant to valid and collectible policies of insurance except where such waiver is prohibited by law. In addition, Subcontractor waives all such claims against Owner and any other contractors, subcontractors, or suppliers to the same extent.

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 shall maintain in effect all insurance coverage required under this Agreement at Subcontractor's sole expense and with insurance companies acceptable to Contractor. 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 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: \$1,000,000.00 Bodily Injury by Accident – Each Accident; \$1,000,000.00 Bodily Injury by Disease – Policy Limit; \$1,000,000.00 Bodily Injury by Disease – Each Employee

Where permitted by law the Subcontractor waives subrogation against Contractor, 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. This policy shall include but not be limited to, personal injury, contractual liability, collapse, explosion, and underground (x, c & u) coverage, per project aggregate endorsement, completed operations and products liability coverage. 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 Contractor as a condition of this Subcontract. The above coverage shall be written for not less than the following minimum limits:

\$1,000,000.00	GENERAL AGGREGATE (PER PROJECT ; if not PER PROJECT, the limit shall be \$2,000,000 )
\$1,000,000.00	PRODUCTS-COMPLETED OPERATIONS AGGREGATE
\$1,000,000.00	PERSONAL & ADV. INJURY
\$1,000,000.00	EACH OCCURRENCE

**Continuation of Coverage** Subcontractor shall maintain Products-Completed Operations coverage under Commercial General Liability 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: \$1,000,000.00 PER ACCIDENT
- D. UMBRELLA (EXCESS) LIABILITY INSURANCE** with combined single limits for bodily injury and property damage of not less than \$1,000,000.00 EACH OCCURRENCE and \$1,000,000.00 AGGREGATE. Such coverage shall be in excess of all liability insurance

required under the above Paragraphs (a) 2, (b) and (c) and shall provide coverage as broad as the underlying coverage, including additional insured as required herein.

**Continuation of Coverage** Subcontractor shall maintain Products-Completed Operations coverage under Umbrella (Excess) Liability for the applicable Statute of Repose following Substantial Completion of the Work.

- E.** PROFESSIONAL LIABILITY INSURANCE is required for Subcontractor responsible for any professional services within their scope of Work. Coverage shall be written for not less than the following minimum limits: \$1,000,000.00 EACH CLAIM and \$1,000,000.00 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. If Subcontractor enters into an agreement with a third-party Professional Engineer for professional services provided under this Agreement, Contractor will accept evidence of Professional Liability from such Professional Engineer as fulfillment of this requirement herein.
- F.** CONTRACTOR'S POLLUTION LIABILITY INSURANCE shall be written for not less than the following minimum limits: \$1,000,000.00 EACH OCCURRENCE and \$1,000,000.00 ANNUAL AGGREGATE. If coverage is written on a claims-made form, any retroactive date applicable to the policy shall precede the commencement of Work performed under this Agreement. This insurance shall be maintained for a period of three (3) years after completion of the Work by Subcontractor or its sub-subcontractors. Coverage shall include Flintco, LLC, Whole Foods Market Group, Inc., Whole Foods Market, Inc. and others as required by the Owner-Contractor Agreement as primary/non-contributory additional insureds.

Contractor, 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. All limits of liability available to the Subcontractor shall inure to the benefit of the Additional Insureds, even if greater than the limits described herein.

The amount and types of insurance coverage required to be provided by Subcontractor herein, including any limitation on Subcontractor's obligation to include Contractor, Owner and others as required by the Owner-Contractor Agreement as Additional Insureds on Subcontractor's liability policies, shall not be construed to be a limitation of the liability on the part of the Contractor or any of its Subcontractors.

Subcontractor shall be responsible for securing whatever fire and extended coverage Subcontractor may deem necessary for protection against loss of owned, rented, or borrowed equipment and tools, including, but not limited to any tools, equipment, scaffolding, staging and trailers owned, rented, or borrowed by Subcontractor. Contractor shall have no liability with respect to such equipment and tools. Failure of the Subcontractor to secure such insurance or to maintain adequate levels of coverage shall not obligate Contractor for any losses on owned, rented, or borrowed equipment.

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 must contain a Waiver of Subrogation in favor of the Contractor, 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 minimum limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. If the full minimum 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 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 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. Contractor 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.

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