

## EXHIBIT B

### Schedule of Insurance

The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability through insurance carriers licensed to provide insurance in the State of New York and have an A. M. Best Company rating of "A" or better. These insurances shall be maintained by the Contractor and its Subcontractors prior to the earlier of the commencement of work or the effective date of the Contract, whichever comes first, through and including any warranty period along with and including any Completed Operations requirements. These insurances shall be purchased at Contractor's own expense.

In no event shall the failure of the Owner to verify coverage, receive or require certification of coverage or identify deficiencies in any insurance provided by Contractor relieve Contractor from any insurance or contractual obligations set forth herein. All obligations to procure and maintain the following insurance are separate and independent of the duty to furnish certified copies or certificates of such insurance policies.

- 1) Commercial General Liability (CGL)
  - a) CGL with limits of Insurance of not less than Two Million Dollars and Zero Cents (\$2,000,000.00) each occurrence and Four Million Dollars and Zero Cents» (\$ 4,000,000.00) Annual Aggregate.
  - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 10 01 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, products, completed operations, personal & advertising injury and independent contractors as well as liability assumed in a Contract including the Tort Liability of another assumed in a contract.
  - c) The policy shall be endorsed for the General Aggregate to apply separately to this project.
  - d) The Owner, Owner's consultants and its agents ("additional insureds") shall be included as insureds/additional insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the additional insureds for both on-going operations and completed operations. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. Coverage for the additional insureds shall apply as primary insurance (hereinafter called "Primary") before any other insurance or self-insurance, including any deductible, maintained by, or provided to the additional insureds and shall not require the contribution of any of the insurances available to the Additional Insureds (hereinafter called "Non-contributory), evidenced by ISO Endorsement Form CG 20 01 04 13 or equivalent.
  - e) Contractor shall maintain CGL coverage as set forth herein for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after completion of the Work.
- 2) Business Automobile Liability
  - a) Business Auto Liability (BAL) with limits of at least One Million Dollars and Zero Cents (\$1,000,000.00) each accident.
  - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - c) Owner shall be included as an insured on the auto policy.
- 3) Workers Compensation and Employers Liability
  - a) Workers Compensation at statutory levels.
  - b) Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
  - c) Where applicable, U.S. Longshore & Harborworkers Compensation Act, Maritime Coverage and Voluntary Compensation Endorsements shall be attached to the policy.
  - d) Coverage is required for those who are statutorily exempt i.e. Sole Proprietors, Partners, Limited Liability Members or Executive Officers.
- 4) Umbrella/Excess Liability  
Umbrella Liability Policy with limits of Insurance of not less than Five Million Dollars and Zero Cents (5,000,000.00) each occurrence/aggregate. Coverage is in excess of Contractor's CGL, Business Auto and Employer's Liability and must name additional insureds as set forth above in paragraph 1(d).

Unless otherwise specified in the Contract Documents, Contractor may maintain Excess/Umbrella insurance, providing excess coverage over all limits for Employers Liability, Commercial General Liability and Automobile Liability to satisfy the limits required above.

- 5) Property Insurance  
Property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees, if any, as loss payees.

#### **Waiver of Subrogation**

All insurance policies maintained by the Contractor shall include a waiver of any and all rights of subrogation of the Contractor or its Insurers against the Owner, along with all other Additional Insureds / Indemnified Parties and their agents, officers, directors and employees for recovery of damages. Contractor further waives its right of subrogation against the Owner or any Additional Insured or Indemnified Party for any damage or loss to the Contractor's scope of work, tools, equipment, materials or any other loss within the scope of any insurance maintained by Contractor.

#### **Notice of Cancellation**

All insurance coverage required herein shall be endorsed that the Insurer providing such coverage shall provide Owner thirty (30) days written notice of non-renewal or ten (10) days notice of cancellation for non-payment. In the event the Insurer is unable to provide such endorsement, the Contractor agrees that it is its responsibility to provide such notice to the Owner as soon as practically possible but in no event more than seven (7) days from when they receive notice of the non-renewal or cancellation. Failures to advise the Owner of cancellation or to maintain the insurance coverages outlined herein shall constitute of Breach of Contract allowing the Owner to terminate the Contract and suspend all payments until such time that the Contractor has provided evidence that the affected coverage have been reinstated or replaced as of the date of non-renewal or cancellation.

**No Limitation**

Insurance coverages outlined herein, maintained or not, by the Owner shall not be interpreted to limit any of the Contractor's indemnity obligations or other liabilities under the Contract Documents. Insurance coverages maintained by the Contractor that exceed the minimum requirements of this agreement shall be applicable to this Project and available to the Additional Insureds and Indemnitees.

**Certificate / Evidences of Insurance**

An ACORD 25 - Certificate of Liability Insurance and ACORD 855 – New York Construction Certificate of Liability Insurance Addendum shall be provided reflecting “all work performed by the Contractor for the Owner” and all of the above coverages. The Copies of All Policies including Endorsements reflecting Additional Insured status, Primary and Non-Contributory Coverage, Waiver of Subrogation and Notice of Cancellation/Change on the above policies must be attached to the Certificate of Insurance as evidence that the Contractor is compliant with its Contractual requirements. Failure to provide the necessary coverages, Certificates and/or Policies or Endorsements may preclude the Contractor from working or any payments being made to the Contractor.