

## EXHIBIT B

### INSURANCE REQUIREMENTS

Construction Manager shall, unless otherwise approved in writing by Owner, obtain and maintain throughout the duration of this Agreement (or as otherwise specified) insurance written through a company duly authorized to conduct business in the State of Missouri and with a A.M. Best Rating of A, financial size VII or higher and of the types and in the amounts described below.

1. **Commercial General Liability Insurance.** Commercial general liability (“CGL”) in the amount of \$2,000,000 each occurrence/ \$2,000,000 aggregate. If such CGL insurance contains a general aggregate limit, the policy shall be endorsed so that the aggregate limit applies separately to each Project authorized hereunder.
  - a. CGL insurance shall cover liability arising from premises, operations, independent contractor, products-completed operations and personal injury and advertising liability and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
  - b. Owner shall be named as an additional insured under the CGL, using an ISO CG 20 10 endorsement or equivalent (and for any correction period after construction is complete, the endorsement shall be CG 20 37 or equivalent). This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.
2. **Business Auto Liability Insurance.** Business auto liability and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).
3. **Workers Compensation Insurance.** Workers' compensation and employer's liability insurance.
  - a. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and each employee for bodily injury by disease.
  - b. The alternate employer endorsement shall be attached showing Owner in the schedule as the alternate employer.
  - c. Worker's compensation limits shall not be less than the statutory limits.
4. **Errors and Omissions Insurance (Professional Liability).** Errors and omissions insurance covering Construction Management Services contemplated under the Agreement with a limit of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate. If such insurance is maintained on a per claims basis, the limit shall be \$1,000,000 per claim with a \$1,000,000 annual aggregate. Such insurance shall

cover all services provided by Construction Manager hereunder. Owner may on a project-by-project basis request the Construction Manager to provide a “project policy” with a five-year “extended reporting period” endorsement. Such requirement shall be by written amendment to the Agreement. All coverage shall be retroactive to the earlier of the date of this Agreement or the commencement of the Construction Manager’s services in relation to any Project authorized hereunder, covering personal injury, bodily injury and property damage.

5. Excess Umbrella Insurance. Excess umbrella liability insurance with a limit of not less than \$4,000,000 in excess of the above liability policies and should follow form of the underlying commercial general liability policy(ies).
6. If the policies require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Construction Manager shall cause such policies to be so endorsed.
7. By requiring the insurance as set out herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Construction Manager, and such coverage and limits shall not be deemed as a limitation on Construction Manager’s liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
8. Prior to commencing the work, Construction Manager shall furnish Owner with a certificate(s) of evidence of insurance (ACORD Form 25 or equivalent), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
  - a. All certificates shall provide for thirty (30) days’ written notice to Owner prior to the cancellation or material change of any insurance referred to therein and if not, Construction Manager itself shall be required to timely deliver such notice to Owner.
  - b. Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Construction Manager’s obligation to maintain such insurance.
9. Owner shall have the right, but not the obligation, to prohibit Construction Manager from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
10. Failure to maintain the insurance required in this Section may result in termination of this Agreement at Owner’s option. Owner may, but is not obligated to, obtain any insurance required hereunder and not maintained by the Construction Manager and charge the cost thereof to Construction Manager.

11. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.
12. Construction Manager shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.
13. Construction Manager shall include the above requirements for types of insurance requirements in all of its subcontracts, if any. Limit amounts for subcontractors may be less than those set forth above, upon written agreement of Owner. Construction Manager shall be responsible for collecting certificates of insurance and monitoring insurance coverage of its subcontractors to verify that the required coverage is maintained as required. All Subcontractors providing professional services shall be required to provide professional liability insurance. In addition, all subcontracts shall include a similar indemnification of Owner as provided in this Agreement.
14. Owner reserves the right to request Construction Manager to obtain additional insurance and limits on individual Projects authorized hereunder. Construction Manager shall endeavor to obtain such insurance as soon as possible after such request and advise Owner if the Construction Manager will be required to pay any additional premium. If so, the Owner shall pay such additional premium in excess of the premium for the above insurance. If Construction Manager cannot obtain such additional insurance, Owner may terminate this Agreement in full or in part upon notice to Construction Manager.