

**Exhibit B**

(Incorporated into Construction Purchase Order Terms and Conditions)

**CONSTRUCTION CONTRACT INSURANCE REQUIREMENTS**

1.1. Contractor shall maintain insurance underwritten by solvent insurance companies authorized to do business in Missouri, which are reasonably acceptable to Owner and have an A.M. Bests' rating of A - :X or better (or State Funds for Workers' Compensation as may be required by state law) providing coverage and limits as set forth herein, effective immediately upon execution of the Agreement to continue without interruption during the entire term of the Agreement plus an additional five (5) years for products and completed operations coverage following final acceptance of the Project by Owner.

1.2. Commercial General Liability: Contractor shall maintain commercial general liability insurance covering all operations and work by or on behalf of Contractor on an occurrence basis against claims for bodily injury, death, occupational sickness or disease, personal injury and property damage (including resulting loss of use). Such insurance shall be written for not less than the following minimum limits and coverage:

1.2.1. Such insurance shall be written for not less than the following minimum limits and coverage:

Commercial General Liability	Projects ≤ \$100K
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

1.2.2. Such insurance shall be written to include the following coverage:

1.2.2.1. 1986 (or later) ISO form (occurrence form);

1.2.2.2. Products and completed operations maintained for 5 years;

1.2.2.3. Broad form contractual liability including, when applicable, work performed within 50 feet of a railroad or railroad property;

1.2.2.4. Broad form property damage;

1.2.2.5. Severability of interest;

1.2.2.6. Underground explosion and collapse coverage;

1.2.2.7. Personal and Advertising Injury;

1.2.2.8. Waiver of subrogation;

1.2.2.9. Joint Venture, if applicable, as named insured;

1.2.2.10. Additional Insured endorsement; and

1.2.2.11. Premises and operations.

1.3. Automobile Liability: Contractor shall maintain business automobile liability insurance covering liability arising from the operation and use of any auto, including owned, hired and non-owned autos. If Contractor is hauling hazardous materials, the policy shall be endorsed to include MCS-90 endorsement and upset, overturn and damage pollution liability coverage.

1.3.1. Such insurance shall be written for not less than the following minimum limits:

Automobile Liability	Projects ≤ \$100K
Bodily Injury/Property Damage (Each Accident)	\$1,000,000

1.3.2. Such insurance shall be written to include the following coverage:

1.3.2.1. Additional Insured endorsement;

1.3.2.2. Waiver of subrogation; and

1.3.2.3. Contractual liability;

1.4. Workers' Compensation: Contractor shall maintain workers' compensation and employer's liability insurance complying with the statutory requirements of Missouri or the jurisdiction in which the services and Work are performed.

1.4.1. Such insurance shall be written for not less than the following minimum limits:

Workers' Compensation	Projects ≤ \$100K
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	
Per Accident	\$1,000,000
Per Disease Policy Limit	\$1,000,000
Per Disease per Employee	\$1,000,000

1.4.2. Such insurance shall be written to include the following coverage:

1.4.2.1. Broad form All States endorsement;

1.4.2.2. Voluntary compensation; and

1.4.2.3. U.S. Longshoremen and Harbor Workers' Act coverage (if applicable).

1.5. Umbrella/Excess Liability: Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying primary commercial general liability, automobile liability, and employer's liability insurance coverage described in Sections 1.2, 1.3, and 1.4, which shall follow form and be no more restrictive than each and every one of the underlying policies.

1.5.1. Such insurance shall be written for not less than the following minimum limits:

Umbrella Liability	Projects ≤ \$100K
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

1.5.2. Such insurance shall be written to include the following coverage:

- 1.5.2.1. Additional Insured endorsement;
- 1.5.2.2. Broad form contractual liability;
- 1.5.2.3. Products and completed operations maintained for 5 years;
- 1.5.2.4. Drop down feature; and
- 1.5.2.5. Policy inception date concurs with underlying policies.

1.6. Professional Liability: Contractor shall maintain professional liability insurance for any professional services rendered to Owner, including but not limited to design, consulting, construction management or design-build services. The policy shall be renewed and maintained for no less than 3 years after completion of the Work and acceptance of the Project by Owner. The policy retroactive date shall be prior to the commencement of Contractor’s first services to Owner, and shall not be advanced when the policy renews. If the policy is cancelled or non-renewed, Contractor shall purchase an extended reporting provision to cover claims reported for no less than 5 years after completion of the Work.

1.6.1. Such insurance shall be written for not less than the following minimum limits:

Professional Liability <b>(Required when Contractor provides Professional Services)</b>	Projects ≤ \$100K
Each Claim	\$1,000,000
Aggregate	\$1,000,000

1.6.2. Such insurance shall be written to include the following coverage:

- 1.6.2.1. Limited contractual liability covering;
- 1.6.2.2. Subsidiaries or joint ventures as named insured; and
- 1.6.2.3. Retroactive date prior to commencement of first service.

1.7. Contractor’s Pollution Liability: Contractor shall maintain, **if required by Owner**, Contractor’s pollution liability insurance covering claims for third-party bodily injury and property damage, including clean-up costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. Completed operations coverage shall remain in effect for no less than 3 years after final completion of the Work. The policy retroactive date shall be prior to the commencement of Contractor’s first services to Owner, and shall not be advanced when the policy renews.

1.7.1. Such insurance shall be written for not less than the following minimum limits; however, Owner may require higher limits if the Project involves abatement, remediation, hazardous waste management or recycling:

<b>Contractor's Pollution Liability (Required for Environmental Contractors)</b>	Projects ≤ \$100K
Per Loss	\$1,000,000
Aggregate	\$1,000,000

1.7.2. Such insurance shall be written to include the following coverage:

1.7.2.1. Pollution conditions include asbestos and lead; and

1.7.2.2. Retroactive date prior to commencement of first service.

1.8. Contractor shall maintain builder's risk or installation floater insurance on a 100% completed value basis on the entire work in progress, including materials stored off-site, while in transit or on site preparatory to being incorporated in the Work. The policy shall be written on a full replacement cost basis. Owner shall be named as an Additional Insured on Contractor's builder's risk or installation floater policy. The policy deductible shall not exceed \$25,000 unless approved in advance by Owner in its sole discretion. Contractor shall be responsible for payment of claims within the deductible or above the policy limits. Contractor's insurance shall be primary to any builder's risk insurance maintained by Owner at its sole discretion and benefit. Contractor's insurer shall waive any right of subrogation or recovery against Owner.

1.8.1. Such insurance shall be written for not less than the following minimum limits:

<b>Property Coverages</b>	Projects ≤ \$100K
Builder's Risk or Installation Floater	Full Coverage at Contractor's Cost
Personal Property & any tools, equipment, scaffolding, staging, towers, and forms owned or rented by Contractor	Full Coverage at Contractor's Cost

1.8.2. Such insurance shall be written to include the following coverage:

1.8.2.1. Written on an "All risk" form;

1.8.2.2. Insure against loss from perils of fire and physical loss or damage including theft, vandalism, malicious mischief, collapse, sinkhole, flood, and surface water, earthquake, windstorm and demolition and debris removal;

1.8.2.3. Start up and testing;

1.8.2.4. Ensuing loss resulting from faulty workmanship, materials or error in design;

1.8.2.5. Transit and off-site storage;

1.8.2.6. False-work;

1.8.2.7. Waiver of Subrogation;

1.8.2.8. No coinsurance clause;

1.8.2.9. \$25,000 deductible paid by Contractor; and

1.8.2.10. Additional Insured endorsement.

1.9. If Contractor has any self-insured retentions or deductibles under any of the minimum required coverages as set forth above, Contractor must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductible and at the written request of Owner provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles shall be Contractor's sole responsibility.

1.10. At Contractor's sole expense, Owner and its affiliates and each of their respective officers, trustees, representatives, agents and employees shall be named as Additional Insureds on a primary basis on all liability policies with the exception of professional liability and workers' compensation for Work performed under or incidental to the Agreement. The form of the Additional Insured endorsement shall be ISO 20 10 07 04 for ongoing operations in performance of the Work and ISO 20 37 07 04 for completed operations or its equivalent.

1.11. Contractor shall require that all insurance policies in any way related to the Work and secured and maintained by Contractor include clauses stating that each insurer will waive all rights of recovery, under subrogation or otherwise, against Owner and all other Additional Insureds. Contractor shall require all Subcontractors, by appropriate written agreements, to provide similar waivers in favor of all parties enumerated in these Insurance Requirements.

1.12. All insurance provided by Contractor shall be primary and any insurance maintained by Owner shall be excess and not contributing with Contractor's insurance. Contractor shall arrange with its insurance company to endorse its insurance policies accordingly. Any coverage offered by Owner's insurance policies shall be non-contributory and excess over Contractor's insurance coverages.

1.13. Contractor shall provide Owner's Representative with a current certificate of insurance completed by a duly authorized representative of its insurer. All insurance certificates shall clearly identify (i) the minimum insurance coverage and limits required under the Agreement, (ii) the Additional Insured status of Owner on Contractor's commercial general liability, automobile liability, and umbrella/excess liability insurance policies (iii) that Contractor's insurance is primary and non-contributory to Owner's insurance, and (iv) that a waiver of subrogation is granted for all applicable coverage. If any insurance required by Owner expires during the course of the Agreement, Contractor shall provide Owner a renewal certificate evidencing renewal of the insurance policies. Contractor shall not be allowed on Site unless a certificate of insurance meeting the requirements of this section has been delivered to Owner's Representative.

1.14. The acceptance of delivery by Owner of any certificate of insurance evidencing the required minimum coverages and limits does not constitute approval or agreement by Owner that the minimum insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the minimum requirements.

1.15. Failure of Owner to demand such certificate or other evidence of full compliance with the insurance requirements set forth in herein or failure of Owner to identify a deficiency from evidence provided will not be construed as a waiver of Contractor's obligation to maintain such insurance.

1.16. Contractor shall assure that all of its subcontractors maintain adequate insurance of the types described in these Insurance Requirements. The limits of insurance required for each subcontractor shall be determined by Contractor in accordance with its evaluation of each subcontractor's Work to be performed. Contractor shall require each Subcontractor to name Owner as an Additional Insured on their commercial general liability, automobile liability and umbrella/excess liability insurance policies. When requested by Owner, Contractor shall furnish copies of certificates of insurance evidencing such coverages from each Subcontractor.

1.17. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Site until certificates of insurance or other evidence that insurance has been placed in complete compliance with the minimum insurance requirements set forth herein is received and accepted by Owner.

1.18. Upon written request of Owner, Contractor shall provide certified copies of all insurance policies required by these Insurance Requirements to Owner within ten (10) days of Contractor's receipt of such request.

1.19. Contractor shall provide Owner written notice of a cancellation or non-renewal of policies at least thirty (30) days prior to the effective date of such cancellation or non-renewal. Contractor shall be responsible for notifying Owner of a material change by endorsement or of any restrictive amendment of the policies at least thirty (30) days to the effective date of such material change by endorsement or of any restrictive amendment. Contractor shall be responsible for replacing canceled coverage so that no gap in coverage occurs.

1.20. Contractor shall not violate, or permit to be violated, any conditions of any of such policies, and shall at all times satisfy the requirements of the insurance companies writing such policies.

1.21. If any insurance policy required by these Insurance Requirements is a claims-made policy or becomes a claims-made policy as opposed to an occurrence policy, the retroactive date must be no later than the effective date of the Agreement or commencement of the Work, whichever is earlier. In addition, any claims-made policy needs to be maintained during the term of the Agreement and for at least 5 years following termination or expiration of the Agreement. If a claims-made policy is terminated for any reason and not replaced with a policy that affords coverage for prior acts including Work or services previously provided to Owner by Contractor, Contractor, at its sole expense, shall purchase an extended reporting provision that covers such Work and services for at least 5 years.

1.22. If Contractor is a joint venture involving two (2) or more entities, each independent entity shall satisfy the minimum limits and coverages specified in these Insurance Requirements or the joint venture will be a named insured under each policy specified.

1.23. To the extent that any of the coverages specified in these Insurance Requirements are required to remain in force after final payment, additional certificates of insurance evidencing continuation of such coverage shall be submitted to Owner at the time of renewal for the length of time specified in the Agreement.

1.24. Insurance affected or procured by Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend Owner as provided in the Agreement and the Terms and Conditions.

1.25. If Contractor fails to maintain the insurance as set forth in these Insurance Requirements, Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense. Contractor's failure to maintain the required insurance may result in termination of the Agreement at Owner's option. The right of Contractor to receive any payments under the Agreement is expressly contingent upon Contractor's full compliance with all provisions of these Insurance Requirements.