

EXHIBIT B

INSURANCE

Before the contract is awarded, and unless otherwise approved by the School District's representative in writing, the Vendor shall, at its sole cost and expense, procure the following minimum types and limits of insurance, on forms reasonably acceptable to the School District. Such insurance shall be maintained in full force and effect until completion of the Services or final acceptance of the entire Project or the completion of all post-acceptance warranty or related work by Vendor, whichever is later.

Coverage shall be obtained from reputable insurance carriers authorized to transact that class of business in the state where the work will be performed, or otherwise acceptable to School District, having an A.M. Best Rating of A- VII or better.

All insurance required herein shall be written on an "occurrence" basis, not "claims-made", with the exception of Professional Liability insurance, unless specifically approved by the School District.

I. General Liability:

Commercial General Liability, written on an occurrence basis, including contractual liability, covering bodily injury including death, and/or property damage to third parties, which may arise from ongoing and completed operations under the contract, whether such operations are performed by the Vendor or its subvendors/subconsultants, anyone directly or indirectly employed by them, or anyone for whom they may be liable, with limits not less than:

Each Occurrence – Per Project	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Aggregate	\$2,000,000
Damage to Rented Premises	\$ 50,000
Medical Payments	\$ 10,000
Abuse/Molestation (if applicable to services provided)	\$1,000,000

Any deductible under this coverage shall be no more than \$10,000 without School District approval, and shall be the sole responsibility of the Vendor.

2. Business Automobile Liability:

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit	\$ 1,000,000
-----------------------	--------------

3. Workers' Compensation and Employers Liability

Workers' Compensation and Employers Liability as required by the state in which the work will be performed, including "other states" coverage (if applicable), and USL&H and Jones Act coverage (if applicable), with limits not less than:

Workers' Compensation	Statutory
Bodily Injury, each Employee	\$500,000
Bodily Injury, each Accident	\$500,000
Disease, each Employee	\$500,000

If Vendor is an exempt self-insurer, sole proprietor, or independent Vendor in Pennsylvania, a current exemption certificate shall be provided in lieu of evidence of Workers' Compensation coverage.

4. Umbrella Liability

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Hazardous work may require higher limits, as requested by the School District.

5. All Risk Builders Risk (if applicable)

All Risk (Special Form) Builders Risk insurance, including Earthquake and Flood to the extent reasonably commercially available, providing protection for building, structures, and materials or equipment to be installed in the project, while in the course of construction, in transit to the project site, and while being retained in off-site storage.

The Builders Risk policy shall be written to cover 100% of the completed value of the project, at replacement cost valuation, with an agreed amount provision (coinsurance waived).

Any deductible under this coverage shall be no more than \$10,000 without School District approval, and shall be the sole responsibility of the Vendor.

The policy shall cover the insurable interests of the School District, Vendor and Subvendors in the Work. The School District and Vendor waive all rights against each other for damages caused by fire or other perils to the extent payment is actually made under insurance

provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the School District. The Vendor shall require similar waivers by SubVendors.

In the alternative, Upper Darby School District may procure this coverage, at its sole option.

6. Professional Liability/Errors & Omissions Insurance (if applicable)

All Vendors/Providers who will perform, or retain others to perform, professional services in connection with the work (including but not limited to Consultants, Architects, Engineers, Design-Build, Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of their work, with limits not less than:

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Professional Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

Any deductible under this coverage shall be no more than \$10,000 without School District approval, and shall be the sole responsibility of the Vendor.

7. Vendors Pollution Liability (if applicable)

All Vendors who will perform environmental services (including but not limited to asbestos or lead abatement, testing or remediation) shall provide Vendors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

The Vendors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Vendors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

8. Performance & Other Bonds:

Vendor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Vendor's obligations.

Vendor shall furnish a Maintenance Bond in an amount equal to ten percent (10%) of the Contract including Change Orders. This Maintenance Bond shall be effective for a period of one (1) year following the date established by the certificate of Substantial Completion.

All Bonds shall be executed by such Sureties as (i) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act and the Surety's financial statement.

If the Surety on any Bond furnished by Vendor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, Vendor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to School District.

General Insurance Provisions

All policies required hereunder other than Workers' Compensation, Professional Liability and Builders Risk shall name the Upper Darby School District, and their officers, directors, agents, employees, and volunteers as additional insureds on a primary and noncontributory basis, for losses arising from the negligence of the Vendor or its subvendors, or anyone for whom they may be liable. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the Upper Darby School District, and their officers, directors, agents, employees, and volunteers, and/or other parties designated by the School District.

Policies shall not be canceled, terminated, or non-renewed unless sixty (60) days prior written notice is sent by the insurer to the insured Vendor. Vendor shall immediately forward any such notice to **Upper Darby School District**,

Vendor shall furnish to School District certificates of insurance prior to the start of work, evidencing that the below requirements have been met, and detailing the insurers providing coverage, types and limits of coverage, any deductible(s), class of operations covered, and effective and expiration dates of coverage. Certificates shall specifically confirm the terms of coverage required herein, including additional insured status, waiver of subrogation, and that coverage is included for Abuse/Molestation (if applicable). A copy of the Additional Insured, Waiver of Subrogation, and Abuse/Molestation policy provisions or endorsements must be submitted with the certificate. A renewal certificate must be provided to School District prior to the expiration date thereof.

Subvendors/Subconsultants

Vendor shall require each subvendor or subconsultant to provide insurance as outlined above. Such policies shall name the Upper Darby School District and its departments, offices, and agencies; Vendor; and the officers, directors, employees, agents, and volunteers of both, as additional insureds on a primary/noncontributory basis, for losses arising from the negligence of the subvendor/subconsultant. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the Additional Insured parties.

Vendor shall be responsible for securing and maintaining certificates of insurance from all subvendors/subconsultants evidencing the insurance coverages required herein.

The insurance coverages and limits required herein are designed to meet the minimum requirements of the School District. They are not designed as a recommended insurance program for Vendor or its subvendors/subconsultants. **Meeting these minimum requirements shall in no way limit or relieve the Vendor's liability and obligations under any other provision of the Contract.** The Vendor shall acquire, at its own expense, any other additional insurance coverage it deems necessary for the protection of its work under this contract.

Self-Insurance

If Vendor maintains a self-insured program or a limited self-insurance program for any or all of the coverages listed above, a complete description of the program, with information on excess carriers and funding arrangements, and a copy of the Provider's most recent audited financial statement, must be provided to School District for review and approval, such approval not to be unreasonably withheld.

If School District grants such approval, Vendor understands and agrees that Upper Darby School District, and their officers, directors, agents, employees, and volunteers shall receive the same coverages and benefits under Vendor's self-insurance program that they would have received had the insurance requirements set forth above been satisfied with coverage provided by a commercial insurance company.