

## **Exhibit B**

### **Subcontractor's Insurance Requirements**

Subcontractor shall continuously maintain insurance at all times that it is performing any work whatsoever or is otherwise present at the project jobsite which is the subject of this subcontract, regardless of whether such work is specified under this subcontract, is an extra outside of this subcontract, is required as part of the subcontractor's return to the project jobsite during the warranty period or longer period required by the Contract Documents or by law or set forth in the Agreement between Owner and Contractor, whichever is most stringent, or is general conditions work or any other kind of work performed by the Subcontractor on behalf or at the request of the Contractor, Owner or Architect and all of their affiliates, subsidiaries and parent corporations, and the directors, officers, agents, servants and employees of each of them, or any other person or entity, at the project jobsite. The insurance shall have the minimum limits and coverage as shown below or, if higher, the requirements set forth in the Contract Documents or the Agreement between Owner and Contractor, whichever is most stringent. The insurance coverage and limits that are required in this exhibit shall not limit the subcontractor's liability in any way.

SUBCONTRACTOR IS REQUIRED TO ADD THE FOLLOWING AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE AND ENDORSEMENTS FOR GENERAL LIABILITY:

1. Kajima U.S.A. Inc.
2. Kajima International Inc.
3. Kajima Building and Design, Inc.
4. Kajima Building & Design Group, Inc.
5. Kajima Associates, Inc.
6. Kajima Associates (Michigan), Inc.
7. Kajima Associates/Architects & Engineers, A Professional Corporation
8. Any subsidiaries, parents and affiliated companies of the above
9. Project Owner
10. Project Architect
11. Any other entities required by the Contract Documents or set forth in the Agreement with the Owner and Contractor or Owner and Design-Builder, whichever is most stringent.

SUBCONTRACTOR IS REQUIRED TO PROVIDE THE FOLLOWING ISO ENDORSEMENTS:

1. CG 20 33 10 01 (Additional Insured – Owners, Lessees or Contractors – Automatic Status when required in Construction Agreement with You)
2. CG 20 37 07 04 (Additional Insured – Owners, Lessees or Contractors - Completed Operations)
3. CG 24 04 10 93 (Waiver of Transfer of Rights of Recovery Against Others To Us)

**A. Commercial General Liability Insurance with the following features:**

- Occurrence Coverage under the Commercial General Liability ISO form.
- Limits not less than
  - \$1,000,000 per occurrence
  - \$1,000,000 personal injury & advertising injury
  - \$2,000,000 **per project**/general aggregate
  - \$2,000,000 products/completed operations aggregate

- Subcontractor to submit ISO endorsements CG 20 33 10 01 and CG 20 37 07 04 as evidence of coverage.
- **SUBCONTRACTOR ACKNOWLEDGES THAT IT WILL PURCHASE THIS INSURANCE ON BEHALF OF CONTRACTOR AND THAT THIS INSURANCE WILL PROVIDE LIABILITY COVERAGE TO THE CONTRACTOR FOR ITS OWN NEGLIGENCE, WHETHER PASSIVE OR ACTIVE, IF THIS NEGLIGENCE IS ASSOCIATED WITH, ARISING OUT OF OR RESULTING FROM THE SUBCONTRACTOR'S WORK AS DEFINED IN THIS SUBCONTRACT.**
- Waiver of Subrogation - Rights of subrogation against additional insureds are waived and subcontractor will provide Contractor with a copy of ISO Endorsement CG 24 04 10 93 as evidence of coverage.
- Coverage includes but is not limited to: premises/operations, underground explosion & collapse, products/completed operations, contractual liability, independent contractors, broad form property damage, personal injury, elevators.
- Such coverage will not be subject to any exclusion for residential construction operations, condominium and/or any other habitational construction operations.
- Products/Completed operations coverage must be maintained for a period of five years after the acceptance of and final payment for Subcontractor's work or for such longer period of time as is described in the Contract or set forth in the Agreement between Owner and Contractor, whichever is most stringent. Subcontractor shall furnish Contractor with certificate of insurance annually during this period.
- This policy shall apply on a primary, non-contributory basis.

**B. Commercial Automobile Liability Insurance with the following features:**

- Occurrence basis covering all owned, non-owned, and hired autos.
- Minimum combined single limit of \$1,000,000 per occurrence for bodily injury, including death, and property damage.

**C. Umbrella and Excess Liability Insurance with the following features:**

- Provides excess coverage for Employers Liability, Commercial General Liability, and Auto Liability, with the same features as items A, B, and D with limits not less than:

Excavation Subcontractors:	\$5,000,000
Concrete Subcontractors:	\$5,000,000
Curtainwall Subcontractors:	\$5,000,000
Electrical Subcontractors:	\$5,000,000
Mechanical/HVAC Subcontractors:	\$5,000,000

Plumbing Subcontractors:	\$5,000,000
Framing & Steel Subcontractors:	\$5,000,000
Elevator Subcontractors:	\$5,000,000
Roofing Subcontractors	\$5,000,000
Environmental Subcontractors	\$5,000,000
Demolition Subcontractors	\$5,000,000
Fire Protection Subcontractors	\$5,000,000
All Other Subcontractors*:	\$2,000,000

\* However, if Subcontractor uses crane: \$5,000,000

The Subcontractor acknowledges that it will purchase Umbrella and Excess Liability Insurance on behalf of the General Contractor and that the Umbrella and Excess Liability Insurance will be subject to vertical exhaustion before any other Primary, Umbrella or Excess Policies or any other insurance obtained by the General Contractor will be triggered.

The total insurance coverage provided by Subcontractor for any claim will under no circumstances be less than the combined Primary limits as defined in Section (A), plus the Umbrella and Excess limits as defined above.

The subcontractor (vendor) further acknowledges that the total amount of insurance coverage provided by its insurance carriers, whether primary, excess, umbrella or other, where **KAJIMA BUILDING & DESIGN GROUP, INC.**, and others, as specified above, are afforded additional insured coverage, shall apply as **first tier/following form coverage**. Any other insurance maintained by **KAJIMA BUILDING & DESIGN GROUP, INC.**, or any other additional insured shall be excess of this first tier coverage and shall not be called upon to contribute to satisfy any loss within the limits specified and required above.

**D. Workers' Compensation/Employers Liability Insurance with the following features:**

- Workers' Compensation including Occupational Disease meeting the statutory requirements of the State in which the work is to be performed.
- Other States Endorsement providing coverage for all states.

- Employers' Liability with policy limits of

\$500,000 Each Accident

\$500,000 Disease Aggregate

\$500,000 Disease per Employee

Limits also apply when work performed in monopolistic states.

- Waiver of rights of subrogation against Contractor.
- Alternate Employer Endorsement (NCCI form #WC 00 03 01 A) naming Contractor as Alternate Employer if Subcontractor is an employee leasing firm or will supply equipment with operator.

#### **E. Certificates of Insurance and Endorsements**

- **Certificates of Insurance on Acord forms acceptable to Contractor, along with a copy of the Endorsements required in this Exhibit, must be delivered to Contractor prior to mobilization at the jobsite.**
- Coverage will not be altered, canceled, or allowed to expire without thirty (30) days written notice by registered mail to Contractor.
- Certificates of Insurance and Endorsements will be signed by an Authorized Representative.
- Insurance companies listed on the certificate must have an A.M. Best Financial Strength Rating of A or better.
- Failure to obtain a Certificate of Insurance prior to the commencement of work shall not be deemed to be a waiver of Contractor's right to enforce this paragraph or subcontractor's obligation to comply with this paragraph.
- If any of the above coverages are subject to or are in excess of **any self-insured retention**, these **amounts must be stated on the Certificate**, and said self-retention will be the sole responsibility of Subcontractor.
- **IT IS UNDERSTOOD AND AGREED THAT AUTHORIZATION IS HEREBY GRANTED TO KAJIMA BUILDING & DESIGN GROUP, INC. TO WITHHOLD PAYMENTS TO SUBCONTRACTOR UNTIL PROPERLY EXECUTED CERTIFICATES OF INSURANCE and ENDORSEMENTS, AS REQUIRED ABOVE, ARE DELIVERED TO CONTRACTOR ACCOMPANIED BY A SIGNED SUBCONTRACT OR PURCHASE ORDER.**

#### **F. Sub-subcontractor Insurance Requirements**

Subcontractor shall obtain equivalent insurance coverage from each of its sub-subcontractors or suppliers prior to their mobilization at the jobsite, as per Article 13 of this Subcontract and this Exhibit B. Insurance requirements set forth herein shall become and be part of any purchase order or subcontract issued by Subcontractor as though fully set forth in said purchase order or subcontract.

#### **G. Property Insurance**

Contractor may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its Contract with Owner. Should Subcontractor use such items, Subcontractor shall provide:

- Insurance on a replacement cost basis for damage to the items. Such insurance shall include a provision for a waiver of subrogation in favor of Contractor. Insurance shall be on a primary basis. Contractor's insurance shall be non-contributory.
- Insurance against any claim of injury (including death) or damage arising out of the use of or existence of said items while in the care, custody or control of the Subcontractor. Limits of liability, and other provisions, shall not be less than as stated in Section A) above.

Subcontractor shall carry all-risk property insurance sufficient to cover any loss or damage to equipment, tools and other property owned or leased by the Subcontractor. The insurance shall contain a waiver of subrogation against the Contractor and the Owner.

#### **H. Design Service Requirements**

If Subcontractor or its sub-subcontractor performs design services, the Subcontractor will purchase and maintain or require its sub-subcontractor to purchase and maintain professional liability insurance with limits of at least \$2,000,000 and with the following coverages: punitive damages (where not prohibited by law), limited contractual liability, retroactive date that is no later than the date of inception of design services. Such coverage shall be maintained in effect for a period of five (5) years from the date of substantial completion of the Project. Such extended coverage may be obtained through annual renewals on the same terms as the original policy or through an extended reporting period of not less than five (5) years.

A certificate of insurance must be submitted as per E above.

#### **I. Other Insurance Requirements**

All policies providing insurance required herein shall contain a separation of insureds condition whose language is not altered or subject to limitations elsewhere in the policy.

The forgoing coverages shall be provided by a carrier with an A.M. Best financial strength rating of A or better and must be admitted to write business in the state in which the project resides.

The insurance provided under this Exhibit B shall not in any way be negated, diminished, or altered by other written endorsements in the subcontractor's or sub-subcontractor's policies.

**J. Indemnity for Failure to Comply with Exhibit B**

**To the fullest extent permitted by law the subcontractor or vendor executing an agreement with KAJIMA BUILDING & DESIGN GROUP, INC., agrees to fully defend, indemnify and hold harmless KAJIMA BUILDING & DESIGN GROUP, INC., and the owner and any other additional insureds, from and against any and all claims, losses, expenses, costs, liabilities and damages of any nature whatsoever, including attorney's fees, arising out of and or relating to any failure of the subcontractor or vendor to obtain insurance complying with this Exhibit B or any other failure of subcontractor to comply with this Exhibit B.**









## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Exact name of subcontractor as shown in the subcontract agreement  
Subcontractor's address

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY		Current policy number	Current Coverage dates		
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO*					BODILY INJURY (Per person) \$
<input checked="" type="checkbox"/>	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	HIRED AUTOS					
<input checked="" type="checkbox"/>	NON-OWNED AUTOS					
<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ **5,000,000
<input checked="" type="checkbox"/>	EXCESS LIAB	<input checked="" type="checkbox"/>				AGGREGATE \$ **5,000,000
	DEDUCTIBLE					
	Retention					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					OTH-ER
	(Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
	Professional Liability					E.L. DISEASE - POLICY LIMIT \$ 500,000
	(***If design is part of subcontract)					***\$ 2,000,000

\* ANY AUTO is acceptable in place of All Owned Autos, Hired Autos, and Non-Owned Autos.

\*\* The subcontract requirement for excavation, concrete, curtainwall, electrical, mechanical/HVAC, plumbing, framing and steel, elevator, roofing, environmental, demolition, and any subcontractor that uses a crane is \$5,000,000. All other subcontractor's require a \$2,000,000 limit.

All other states endorsement

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Jobsite address, subcontract number, and list of additional insureds (Kajima U.S.A. Inc., Kajima International Inc., Kajima Building and Design, Inc., Kajima Building & Design Group, Inc., Kajima Associates, Inc., Kajima Associates (Michigan), Inc., Kajima Associates/Architects & Engineers, A Professional Corporation, and any subsidiaries, parents and affiliated companies of the above. The project owner, project architect, and others are additional insureds are required by the Contract Documents). GL is to apply on a primary and non-contributory basis.

## CERTIFICATE HOLDER

## CANCELLATION

Kajima Building & Design Group, Inc. A Kajima Building & Design Group, Inc. regional office address	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2009/09)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- 2. Exclusions**
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:**
    - (1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2)** Supervisory, inspection, architectural or engineering activities.
  - b. "Bodily injury" or "property damage" occurring after:**
    - (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
    - (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY,  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**ALTERNATE EMPLOYER ENDORSEMENT**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

**Schedule**

- | <b>1. Alternate Employer</b>                       | <b>Address</b> |
|--|----------------|
| <b>2. State of Special or Temporary Employment</b> |                |
| <b>3. Contract or Project</b>                      |                |

**This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.**

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

**WC 00 03 01 A**  
(Ed. 2-89)