

EXHIBIT B

CERTIFICATE(S) OF INSURANCE

PART 1 GENERAL

1.1 PROCEDURE

- A. For filing purposes, add Certificate(s) of Insurance to the Contract Documents following this page.

PART 2 REQUIREMENT

2.1 GENERAL

- A. Before the Project is initiated CONTRACTOR shall deliver to CITY a certificate of insurance demonstrating that CONTRACTOR has in effect liability and other insurance appropriate to provide protection from claims arising from the Project resulting from the acts or omissions of CONTRACTOR, its agents or employees and all subcontractors or suppliers as well as their agents or employees, for whom CONTRACTOR may be liable.
- B. CONTRACTOR shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A-" or better and a financial size category of "X" or higher, or (ii) otherwise being acceptable to CITY with coverage limits and provisions at least sufficient to satisfy the requirements set forth below. All sureties shall be listed in the Department of the Treasury Circular 570, with bond amounts not exceeding those listed.

2.2 INSURANCE DETAIL

- A. Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease, and employee. No owner or officer may be excluded; or, if any exclusions exist, no excluded proprietor, partner, executive officer, member, or individual may perform any work pursuant to this agreement.
- B. General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, independent contractors and sudden and accidental pollution liability (pollution liability arising out of a hostile fire) with not less than \$2,000,000 per occurrence limit combined bodily injury and property damage, with not less than \$3,000,000 aggregate limit. The general policy aggregate shall apply separately to the Contractor on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit.
- C. Professional Liability (Errors & Omissions): Professional Liability Insurance (Errors & Omissions insurance) for CONTRACTOR's liability arising out of the rendering of professional services, including faulty workmanship, or any other professional service, including construction management and design related work in an amount not less than \$2,000,000 each claim, \$3,000,000 aggregate. CONTRACTOR shall provide a certificate of insurance verifying

coverage for a period of not less than three years after project completion.

- D. Automobile Liability Insurance: Automobile liability insurance for the CONTRACTOR's liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of the CONTRACTOR, with no less than \$1,000,000 limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol "1" (any auto).
- E. Excess/Umbrella Liability Insurance: The amounts of insurance required in the foregoing subsections may be satisfied by the CONTRACTOR purchasing coverage in the amounts specified or by any combination of primary and excess or umbrella insurance, so long as the total amount of insurance meets the required limits specified above. Evidence of excess liability or umbrella policies shall include a schedule of underlying coverages.
- F. Endorsements:
- i. Additional Insured Endorsements: All policies of liability insurance, except Professional Liability or Errors and Omissions Liability, required to be maintained by the CONTRACTOR shall be endorsed to name the CITY as an additional insured for ongoing operations (ISO CG 20 10 or equivalent) and completed operations (ISO CG 20 37 or equivalent).
 - ii. Primary and Non-Contributory Endorsements: The CONTRACTOR's insurance coverage shall be a primary insurance as respects to the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - iii. Waiver of Subrogation Endorsements: The CONTRACTOR hereby waives any and every claim for recovery from the CITY, Lenders and their respective officers and employees for any and all loss or damage covered by any of the insurance policies to be maintained under this Agreement to the extent that such loss or damage is recovered under any such policy. To the extent the foregoing waiver, except Professional Liability or Errors and Omissions Liability, would preclude coverage under any insurance required, the CONTRACTOR shall give written notice of the terms of such waiver to each insurance company which has issued, or which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed, or to otherwise contain one or more provisions that prevent the invalidation of the insurance coverage by reason of such a waiver.

END OF DOCUMENT