

**EXHIBIT B – OAKLAND COURT PHASE 1 CONSTRUCTION
INSURANCE REQUIREMENTS**

1. INSURANCE

The Supplier shall maintain, at Supplier's sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A- :VII or better. Upon award, the Supplier shall provide Certificate(s) of Insurance and amendatory endorsements to MHA evidencing said insurance coverages. **See paragraph "g" for exact naming of certificate holder and additional insured.**

The Supplier agrees the insurance requirements herein as well as MHA's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier under this contract. MHA's failure to require a certificate of insurance, acceptance of a non-conforming certificate, or allowing the Supplier to commence work shall not operate as a waiver of these minimum insurance requirements or the liabilities and obligations assumed by the Supplier under this contract.

- a. Commercial General Liability Insurance:** occurrence version general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in the aggregate with the minimum of \$5,000,000 per occurrence umbrella covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations for one year after completion of the Project(s). Limits must apply separately to the work/location in this contract.

Such insurance shall contain or be endorsed to contain a provision that includes **MHA, its officials, officers, employees, and volunteers** as additional insureds with respect to the Supplier's ongoing and completed operations, providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements. The coverage shall contain no special limitations on the scope of its protection afforded to the listed insureds.

- b. Commercial Automobile Liability Insurance:** in an amount not less than \$1,000,000 (combined single limit) for all owned, hired, and non-owned vehicles utilized by Supplier in connection with the Project. Coverage is to include coverage for loading and unloading hazards.

Such insurance shall contain or be endorsed to contain a provision that includes **MHA, its officials, officers, employees, and volunteers** as additional insureds.

- c. Workers' Compensation Insurance and Employers Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by the State of Tennessee or other applicable laws.
- d. Environmental Impairment Liability:** Supplier shall maintain environmental impairment liability insurance with limits of not less than \$1,000,000 per occurrence.
- e. Pollution Liability Insurance:** Supplier shall maintain pollution liability coverage, ISO CG 0039, or equivalent. If the coverage is written on a claims-made form:
1. The "Retro Date" must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work and acceptance by MHA.
 3. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, Supplier must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

f. Other Insurance Requirements:

1. Upon award, Supplier shall furnish MHA with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.

2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer or should a policy condition not permit Supplier to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should supplier enter into such an agreement on a pre-loss basis.
3. A **minimum 30-day cancellation notice and 10-day cancellation notice for non-payment** for all insurances (by endorsement if necessary) is required.
4. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
5. Maintain such insurance from the time services commence until services are completed or through such extended discovery/reporting/tail period as required. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by MHA as a material breach of contract.
6. Any deductibles greater than \$10,000 are not permitted.
7. All policies must be written on an occurrence basis with the exception of Errors and Omissions Liability (E & O) / Professional Liability and Pollution Liability which may be claims made coverage.
8. **Require all subcontractors** to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the Supplier.

g. Certificate Holder and Additional Insured:

MHA, its officials, officers, employees, and volunteers
415 N. Maple Street
Murfreesboro, TN 37130

Oakland Court, LP, BCP/Oakland Court, LLC; Boston Capital Corporate Tax Credit Fund V, A LP ISAOA and BCCC,
Inc. ISAOA
1 Boston Place #2100
Boston, MA 02108

- h. Right to Revise or Reject:** MHA reserves the right to revise any insurance requirement, including but not limited to, limits, coverages, and endorsements based on changes in scope of work/specifications, insurance market conditions affecting the availability or affordability of coverage.
- i. No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of MHA, and the Supplier agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Supplier against any loss exposures, whether as a result of the project or otherwise.