
MATTCON GENERAL CONTRACTORS, INC.
INSURANCE SPECIFICATIONS

EXHIBIT B – INSURANCE

Subcontractor shall obtain insurance of the types and in the amounts described below. The insurance shall be written by insurance companies and on forms acceptable to Mattcon General Contractors, Inc.

1.1 Commercial General and Umbrella Liability Insurance.

Subcontractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

1.1.1 CGL insurance shall be written on ISO occurrence form [CG 00 01 10 93](#) (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury.

1.1.2 Owner and Mattcon General Contractors, Inc. shall be included as an insured under the CGL, using ISO Additional Insured Endorsement [CG 20 10 11 85](#) or [CG 20 37](#) or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner and/or Mattcon General Contractors, Inc.

1.1.3 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

1.1.4 Waiver of Subrogation. Subcontractor waives all rights against Owner and Mattcon General Contractors, Inc. and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to Paragraph 1.1 of this Agreement.

1.1.5 Continuing CGL Coverage. Subcontractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for at least 3 years following substantial completion of the Work.

1.1.5.1 Continuing CGL insurance shall be written on ISO occurrence form [CG 00 01 10 93](#) (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

1.1.5.2 Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

1.1.5.3 Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form [CG 00 01](#).

1.2 Owners and Contractors Protective Liability Insurance (when required).

Subcontractor shall maintain Owners and Contractors Protective Liability (OCP) insurance on behalf of Owner and Mattcon General Contractors, Inc., as named insured, with a limit of \$5,000,000.

1.3 Railroad Protective Liability Insurance (when required).

If applicable to the Project, Subcontractor shall maintain railroad protective liability insurance on behalf of Western Atlantic Railroad, as named insured with a limit of \$6,000,000 [*As required by railroad, usually \$6,000,000*].

1.4 Business Auto and Umbrella Liability Insurance.

Subcontractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident.

1.4.1 Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

1.4.2 Business auto coverage shall be written on ISO form [CA 00 01](#), [CA 00 05](#), [CA 00 12](#), [CA 00 20](#), or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of [CA 00 01](#).

1.4.3 If the Contract Documents require Subcontractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement ([CA 99 48](#)) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

1.4.4 Waiver of Subrogation. Subcontractor waives all rights against Owner and Mattcon General Contractors, Inc. and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.4 of this Agreement or under any applicable auto physical damage coverage.

1.5 Workers Compensation Insurance.

Contractor shall maintain workers compensation and employers liability insurance.

1.5.1 The employers liability, and if necessary commercial umbrella, limits shall not be less than

\$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Alternate Employer Endorsement? 1.5.2 Waiver of Subrogation. Subcontractor waives all rights against Owner and Mattcon General Contractors, Inc. and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers Compensation Insurance obtained by Subcontractor pursuant to paragraph 1.5 of this agreement.

1.5.3 Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

1.5.4 Where applicable, Outer Continental Shelf Lands Act Endorsement shall be attached to the policy.

1.5.5 Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

1.6 Property Insurance/Builders Risk/Installation Floater

1.6.1 Waiver of Subrogation. Mattcon General Contractors, Inc. and Subcontractor waive all rights against each other and each of their subcontractors, sub-subcontractors, officers, directors, agents, and employees for recovery for damages caused by fire and other perils to the extent covered by builders risk or property insurance purchased pursuant to the requirements of this Paragraph 1.6, or any other property insurance applicable to the Work.

1.7 Evidence of Insurance.

Prior to commencing the Work, Subcontractor shall furnish Mattcon General Contractors, Inc. with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, setting out compliance with the insurance requirements set forth above.

1.7.1 All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein.

1.7.2 The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the cancellation provision of all certificates provided by Subcontractor.

1.7.3 Failure of Mattcon General Contractors, Inc. to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Mattcon General Contractors, Inc. to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.

1.7.4 Mattcon General Contractors, Inc. shall have the right, but not the obligation, to prohibit Subcontractor or any Sub-Subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Mattcon General Contractors, Inc.

1.7.5 Failure to maintain the insurance required in this EXHIBIT B shall constitute an event of default pursuant to Paragraph 14.2.1 of the Agreement and shall allow Mattcon General Contractors, Inc. to terminate the Agreement at Mattcon General Contractors, Inc. option. If Subcontractor fails to maintain the insurance as set forth herein, Mattcon General Contractors, Inc. shall have the right, but not the obligation, to purchase said insurance at Subcontractor's expense

1.7.6 With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner and Mattcon General Contractors, Inc. when requested.

1.7.7 Subcontractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

1.8 General Insurance Provisions

1.8.1 No Representation of Coverage Adequacy. By requiring the insurance as set out in this EXHIBIT B, Owner and Mattcon General Contractors, Inc. does not represent that coverage and limits will necessarily be adequate to protect Subcontractor, and such coverage and limits shall not be deemed as a limitation on Subcontractor's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.

1.8.2 Cross-Liability Coverage. If Subcontractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

1.8.3 The insurance requirements set out in this EXHIBIT B are independent from all other obligations of Subcontractor under this Agreement and apply whether or not required by any other provision of this Agreement.

1.8.4 Subcontractors' Insurance. Subcontractor shall cause each sub-subcontractor employed by Subcontractor to purchase and maintain insurance of the type specified in this EXHIBIT B. When requested by Mattcon General Contractors, Inc., Subcontractor shall furnish to Mattcon General Contractors, Inc. copies of certificates of insurance evidencing coverage for each sub-subcontractor.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2004

PRODUCER Insurance Agent Name Address FAX	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Subcontractor Name Subcontractor Address	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company		INSURER B: Insurance Company		INSURER C:		INSURER D:		INSURER E:	
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INSURER B: Insurance Company													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	INSERT POLICY #	Effective	Expiration	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____	INSERT POLICY #	Effective	Expiration	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	INSERT POLICY #	Effective	Expiration	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	INSERT POLICY #	Effective	Expiration	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER Builders Risk when Required	INSERT POLICY #	Effective	Expiration	Job Value

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Mattcon General Contractors, Inc., Named as Additional Insured for General Liability, Auto Liability, Excess Liability, for all work performed for Mattcon General Contractors, Inc.
 Worker's Compensation includes Waiver of Subrogation in favor of Mattcon General Contractors, Inc.

Mattcon Project Number and Project Name:

CERTIFICATE HOLDER

CANCELLATION

Mattcon General Contractors Inc. P O Box 98 Zionsville, IN 46077	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.