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**MATTCON GENERAL CONTRACTORS, INC.**  
**INSURANCE SPECIFICATIONS**

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**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 12 04](#) (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 10 01](#) and [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 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, and shall be endorsed to policy.

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 12 04](#) (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 said 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](#), or a substitute form providing equivalent liability coverage.

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, and shall be endorsed to the policy.

**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.

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, and shall be endorsed to the policy.

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.

1.7.3 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 Mattcon'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.

1.8.3 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.

**Limits of Liability Schedule as required above**

**Workers Compensation Insurance**

Statutory as required by State of Indiana

Bodily Injury by Accident

\$1,000,000 each accident

Bodily Injury by Disease

\$1,000,000 each employee

Bodily Injury by Disease

\$1,000,000 policy limit

**Commercial General Liability**

Combined BI and PD

\$1,000,000 each occurrence

\$2,000,000 General Aggregate

\$2,000,000 Prods/Compl Ops Aggregate

\$1,000,000 Personal and Adv Injury

\$ 50,000 Damage to Rented Premises

\$ 5,000 Medical Payments

**Commercial Automobile Liability including**

**Owner, Non Owned and Hired Auto Coverage**

BI & PD

\$1,000,000 combined single limit

**Excess/Umbrella Liability**

\$1,000,000 each occurrence

# CONTRACTUAL INSURANCE REQUIREMENTS

The information contained herein is to describe the contractual requirements that Mattcon General Contractors has indicated to myCOI. These contractual requirements should NOT be used to provide inaccurate information regarding current insurance policies. Questions regarding interpretation of this document can be directed to our support team at 888-692-6448 x105.

INSURED NAME	CARRIER REQUIREMENTS
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POLICY LINE	POLICY LIMITS REQ'D BY CONTRACT	OTHER CONTRACTUAL REQUIREMENTS												
GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>PRODUCTS - COMPIOP AGG</td><td style="text-align: right;">\$2,000,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMPIOP AGG	\$2,000,000	Additional Insured applies to General Liability. Waiver of Subrogation is required for General Liability.
EACH OCCURRENCE	\$1,000,000													
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000													
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GENERAL AGGREGATE	\$2,000,000													
PRODUCTS - COMPIOP AGG	\$2,000,000													
AUTO LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Additional Insured applies to Automobile. Waiver of Subrogation is required for Automobile.				
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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td style="text-align: right;">\$</td></tr> <tr><td>AGG</td><td style="text-align: right;">\$</td></tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC	\$	AGG	\$							
AUTO ONLY - EA ACCIDENT	\$													
OTHER THAN AUTO ONLY: EA ACC	\$													
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EXCESS/ UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$1,000,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	AGGREGATE	\$1,000,000	Additional Insured applies to Umbrella. Waiver of Subrogation is required for Umbrella.								
EACH OCCURRENCE	\$1,000,000													
AGGREGATE	\$1,000,000													
WORK COMP AND EMPLOYERS' LIABILITY	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000	Waiver of Subrogation is required for Workers Comp.				
<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER														
E.L. EACH ACCIDENT	\$1,000,000													
E.L. DISEASE - EA EMPLOYEE	\$1,000,000													
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**CERTIFICATE HOLDER**

Mattcon General Contractors, Inc.  
 C/O: myCOI  
 1075 Broad Ripple Ave, Suite 313  
 Indianapolis, IN 46220

# CONTRACTUAL INSURANCE REQUIREMENTS

The information contained herein is to describe the contractual requirements that Mattcon General Contractors has indicated to myCOI. These contractual requirements should NOT be used to provide inaccurate information regarding current insurance policies. Questions regarding interpretation of this document can be directed to our support team at 888-692-6448 x105.

Division Name: \_\_\_\_\_, Division Number: \_\_\_\_\_.

Division Location: \_\_\_\_\_.

Endorsement(s) required: CG 2010 10 01 or its equivalent; CG 2037 10 01 or its equivalent. Additional Insured Names: Mattcon General Contractors, Inc, Project Owner and Project Architect. Waiver of Subrogation applies in favor of: Mattcon General Contractors, Inc, Project Owner and Project Architect. and each entity's agents, officers, directors, and employees.

General Liability and Umbrella\Excess: Policy is primary.

Umbrella\Excess: If an Umbrella policy is being used to meet a requirement. Please confirm that it extends over the applicable policy and follows form.