



Exhibit C – Jobsite Rules and Regulations

The health, welfare and safety of our employees, subcontractors, and the public are prime objectives for all our jobs. The following rules and regulations have been selected as a minimum standard only, as they do not cover all hazards you may encounter in the course of your work. They in no way relieve the subcontractor of complying with rules and regulations set forth by OSHA and/or any National or Local governing authority.

1. A job-wide weekly safety meeting with all employees working on the jobsite will be conducted, moderated or directed by the jobsite superintendent every week without fail.
2. **Hard hats and eye protection of the proper type must be worn at all times while in the actual construction area.**
3. All employees must be protected from a fall at all times if working above six feet from a lower level. Fall protection includes any of the following:
 - a. Personal Fall Protection Systems
 - b. Guardrails
 - c. Safety Nets
4. All accidents and incidents, no matter how minor, **must** be reported to the jobsite superintendent. An accident investigation report must be completed (**by the subcontractor and Mattcon**) and sent to the Mattcon Main Office.
5. Report any unsafe condition to our supervisor or superintendent immediately.
6. Obey all safety warnings.
7. Suitable clothing, including long trousers and shirts with sleeves (a minimum of 4" in length), proper work shoes, safety glasses, and other types of personal protective equipment necessitated by the work being performed must be used or worn during work hours and maintained in good condition.
8. Intoxicating beverages, drugs, and firearms of any kind are not to be brought onto the jobsite and are strictly prohibited.
9. There shall be no fighting, horseplay, practical jokes, or pilferage of any kind.
10. A general condition of good housekeeping should be maintained at all times.
11. Good housekeeping is to be practiced in storage areas. All materials should be maintained in neat stockpiles for ease of access. Aisles and walkways are to be kept clear of loose materials and tools.
12. Empty containers, papers, or debris of any type should not be allowed to accumulate in areas used by personnel on the jobsite. Trash cans are provided for disposal of debris.
13. **Work areas:** Clean up loose material, waste, etc., immediately. This is especially important in aisles and in the vicinity of ladders, ramps, stairs, machinery, and tools. Any type of loose materials should be removed immediately from any area if a hazard is created.
14. All scaffolds shall be **inspected and tagged** by a competent person before use daily.
15. All work platforms and scaffolds must be equipped with guardrails on all open sides. **Do not move or modify scaffolds with workmen on them.** All floor openings must be safely and securely covered or barricaded with guardrails.
16. Scaffold boards and runways must remain clear at all times.
17. Be alert for fires and be familiar with location and proper operating procedures of fire extinguishers.
18. All excavations must be safely sloped, shored, and/or otherwise protected as required by the work being performed.
19. All mobile cranes are required to have a current Annual Certification Inspection before starting to operate on the jobsite.
 - a. All crane operators are to be certified by a recognized party (i.e. NCCCO). Certifications must be up to date and are required in MGC jobsite files before start of the work.
20. Riding a crane or any other type of hoisting equipment is prohibited. Hoisting cables and slings must be inspected on a daily basis or at the start of every shift. Workers should be raised only in equipment designed to carry personnel.
22. Ladders must be properly constructed and kept in good condition. Damaged ladders should be removed from the work area for replacement as necessitated. Ladders must be the proper length for the job, secured at the top during use, and provided with safety feet if necessary. **DO NOT STAND ON THE TOP OR LAST RUNG OF A LADDER AT ANY TIME.**
23. Compressed gas cylinders must be maintained in an upright position, secured and capped when not in use and during storage. Oxygen and Acetylene cylinders are to be separated during storage by a distance of twenty (20) feet or by barrier at least five (5) feet high having at least one half hour fire resistance rating.

Mattcon General Contractors, Inc.
5460 W 84th St.
Indianapolis, IN 46268
Phone: (317) 872-4700
Fax: (317) 872-0428



24. Hand tools and other equipment must be kept in good condition and used only for their intended purpose.
25. All electrical tools and equipment must be used with Ground Fault Circuit Interrupters (**GFCI**) in place.
26. Defective tools should be removed from service; tagged "**Out of Order – Do Not Use**". The safe condition of all tools on the jobsite, whether subcontractor or subcontractor employee owned, is the responsibility of the subcontractor.
27. All fuel powered and/or electrical equipment should be cut off or disconnected when being lubricated, refueled, repaired, or serviced in any way.
28. NO construction personnel allowed in occupied areas except with the Contractor's permission
29. Smoking is prohibited unless otherwise noted
30. Chewing tobacco, snuff or other forms of oral tobacco are not allowed in occupied areas.
31. Radios are not allowed on projects
32. No construction personnel are allowed in public restrooms. A designated restroom will be provided.
33. Protection of existing finishes is required when working or hauling in finished spaces
34. Each subcontractor is responsible to clean up his own debris. If Subcontractor fails to keep work area clean, the Contractor, upon twelve (12) hour verbal or written notice to Subcontractor, reserves the right to perform clean up and charge Subcontractor for costs incurred. Subcontractor must perform cleanup daily with a general job site cleanup once a week.
35. Parking areas will be designed by the contractor
36. Parking on landscaped area is prohibited
37. No owner furnished material is to leave the project site
38. No work is to be done for tenant or owner without written approval of contractor
39. Any subcontractor found to be responsible for damages to another trade's work or damage to existing building will be held responsible for repairs or damages. Failure to make repairs in a timely manner will result in the Contractor performing work and charging subcontractor for all costs incurred in doing so
40. During the course of the project, normal and customary owner functions and operations must be maintained. Work is to be performed so as not to interfere with the Owner's operations
41. Mattcon will not tolerate any visible or audible actions initiated or responded to by any employees of any contractors on this project towards the public. Violators will be promptly removed from the site
42. Contractors must expend their best effort toward protection of the health, safety, and welfare of the occupants on the Owner's property during the course of the work on this project.

Mattcon General Contractors, Inc.
5460 W 84th St.
Indianapolis, IN 46268
Phone: (317) 872-4700
Fax: (317) 872-0428



Exhibit B – Insurance Requirements

myCOI registration

Mattcon General Contractors, Inc. has contracted with myCOI, a service which collects and reviews COI's for compliance with Mattcon Insurance requirements. All Mattcon subcontractors are required to register with myCOI. This service is at no cost to you.

Benefits to the Subcontractor:

- Once registered, myCOI will send a request directly to your insurance agent when a Certificate of Insurance is needed for a project or an updated Certificate is needed in the event your Certificate has expired.
- myCOI will verify compliance with the contract requirements and notify your agent directly of any deficiencies. Your agent will communicate with you if any changes to your policy are required.

Registration Instructions

You will receive an email within the next 24 hours from Angela Billig (angelab@mattcongc.com) with instructions on how to register:

If you have any questions, please contact myCOI's Customer Support Team at
(888)692-6448 Ext 105

**If you have any questions, please contact myCOI's Customer Support Team at
(888)692-6448 Ext 105.**

***Note: Please add this address CertificateRequest@myCOIsolution.com to your safe sender's list to ensure you receive any email communication from myCOI.



Exhibit B – Insurance Requirements

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. and submitted to myCOI for review. **Please do not send Certificates of Insurance to Mattcon's office.**

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 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.

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

1.3.2 Business auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage.

1.3.3 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.

1.3.4 **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.

1.4 Workers Compensation Insurance.

Contractor shall maintain workers compensation and employers liability insurance.

1.4.1 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.

1.4.2 **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.

1.4.3 Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy.

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

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



Exhibit B – Insurance Requirements

1.5 Property Insurance/Builders Risk/Installation Floater

1.5.1 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.

1.6 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.

1.6.1 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.

1.6.2 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.

1.6.3 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

1.6.4 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.

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

1.7 General Insurance Provisions

1.7.1 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.

1.7.2 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 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.

Mattcon General Contractors, Inc.
 5460 W 84th St.
 Indianapolis, IN 46268
 Phone: (317) 872-4700
 Fax: (317) 872-0428



Exhibit B – Insurance Requirements

CONTRACTUAL INSURANCE REQUIREMENTS

INSURED NAME	CARRIER 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 our support team at 888-692-6448 x105

	POLICY LIMITS	POLICY LIMITS REQ'D BY CONTRACT		OTHER CONTRACTUAL REQUIREMENTS	
GENERAL LIABILITY	Claims Made:	EACH OCCURANCE	\$1,000,000	Additional Insured applies to General Liability. Waiver of subrogation is required for General Liability.	
	Occur: X	DAMAGE TO RENTED PREMISES(EA OCCURANCE)	\$50,000		
	GEN'L AGGREGATE LIMIT	MED EXP (ANY ONE PERSON)	\$5,000		
	APPLIES PER	PERSONAL & ADV INJURY	\$1,000,000		
	POLICY: PROJECT: X	GENERAL AGGREGATE	\$2,000,000		
	LOC:	PRODUCTS – COMP/OP AGG	\$2,000,000		
AUTO LIABILITY	ANY AUTO: ALL OWNED AUTOS: X SCHEDULED AUTOS: HIRED AUTOS: X NON-OWNED AUTOS: X	COMBINED SINGLE LIMIT (EA ACCIDENT)	\$1,000,000	Additional insured applies to Automobile. Waiver of Subrogation is required for Automobile.	
		BODILY INJURY (PER PERSON)	\$		
		BODILY INJURY (PER ACCIDENT)	\$		
		PROPERTY DAMAGE (PER ACCIDENT)	\$		
GARAGE LIABILITY	ANY AUTO:	AUTO ONLY - EA ACCIDENT	\$		
		OTHER THAN AUTO ONLY	EA ACCIDENT		\$
			AGG		\$
EXCESS/ UMBRELLA LIABILITY	OCCUR: CLAIMS MADE:	EACH OCCURANCE	\$		
		AGGREGATE	\$		
WORK COMP AND EMPLOYERS LIABILITY		X	WC STATUTORY LIMITS	OTHER	Waiver of Subrogation is required for Workers Comp.
		E.L. EACH ACCIDENT		\$1,000,000	
		E.L. DISEASE - EA EMPLOYEE		\$1,000,000	
		E.L. DISEASE - POLICY LIMIT		\$1,000,000	

Certificate Holder

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

Mattcon General Contractors, Inc.
5460 W 84th St.
Indianapolis, IN 46268
Phone: (317) 872-4700
Fax: (317) 872-0428



Exhibit B – Insurance Requirements

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:

Additional Insured Names:

Mattcon General Contractors, Inc.

Waiver of Subrogation applies in favor of:

Mattcon General Contractors, Inc., and each entities agents, officers, directors, and employees.

General Liability: Policy is Primary