

## Insurance Requirements "Exhibit B"

Before mobilization on site or commencing the work, the Subcontractor(s) shall procure and maintain at their own expense, all insurance of the type and having coverage limits in the amount required, including completed operations under the Aristeo Construction Company contract, and Owner Terms and Conditions. The Contractor does not represent that any of the below listed policies, coverages or limits of protection are adequate to satisfy the interests of the Subcontractor. It shall be the obligation of the Subcontractor to determine if coverage under Section E & H are in effect and satisfactory for the risk management goals of the Subcontractor. Insurance providers must be U.S. Domiciled and have at least an A.M. Best Co. rating of an AVIII or better.

### A. COMMERCIAL GENERAL LIABILITY INSURANCE including but not limited to the following coverage:

1. Premises / Operations Liability.
2. Explosion, Collapse and Underground Hazards Included.
3. Products / Completed Operations Hazards Included.
4. Contractual Liability Coverage Included.
5. Personal Injury Liability.
6. The Limits of Insurance shall be at least as follows:
  - «udGLGenAgg» General Aggregate Limit (Other than Products / Completed Operations)
  - \$ 2,000,000 Products / Completed Operations Aggregate
  - \$ 1,000,000 Personal and Advertising Injury Limit
  - «udGLPerOccur» Each Occurrence Limit

If the project requires operations within 50 feet of a railroad, subject to the standard policy terms and conditions, the definition of an insured contract in the General Liability policy will be amended to delete the exception in connection with construction or demolition on or within 50 feet of a railroad.

If the project requires operations within 50 feet of a railroad and it is stipulated by the Railroad that Subcontractor provide a Railroad Protective Liability policy in the name of the specific Railroad in order to perform work on the railroad right-of-way, such a policy will be procured and maintained.

### B. BUSINESS AUTOMOBILE INSURANCE with these policy coverages:

1. Owned Vehicles
2. Hired Vehicles
3. Non-Owned Vehicles
4. Each of the above listed coverages shall provide coverage in the following minimum limits:
  - «udGLPerOccur» Bodily Injury & Property Damage each accident

### C. WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE

1. Statutory Workers Compensation Coverage in accordance with the laws of the State within whose jurisdiction the work is performed. In the event that the work of this contract falls within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, The Jones Act or the Federal Employer's Liability Act, the Subcontractor(s) shall extend coverage to provide and maintain in full force and effect during the period covered by this subcontract, insurance against the liability imposed under either or both of these Acts as applicable, including Sole Proprietors and Corporate Officers performing work on site, \$1,000,000.00 (or Statutory Minimum).
2. Employers Liability Coverage minimum of \$1,000,000.00 each accident including Occupational Disease.
3. Policy to be endorsed with Waiver of Subrogation in favor of Aristeo Construction Company and Owner.

### D. EXCESS or UMBRELLA LIABILITY INSURANCE

Excess or Umbrella coverage is to be excess over Section A, Section B and Employers Liability in Section C as identified above or per Owner requirements «udUmbLiains».

### E. TRUCKING/CARGO

If Subcontractor is providing trucking/hauling services, Subcontractor will maintain Motor Truck Cargo Liability Insurance covering Subcontractor for loss of or damage to any Aristeo owned, leased, or rented property/cargo whether in transit or under the Subcontractors care and or custody. Policy limits need to equal the value or replacement cost of the cargo/matter insured. Subcontractor needs to comply with Federal and State Regulations and provide the MCS-90 endorsement if transporting hazardous waste. Certificate is to be issued without tariff clause.

### F. PROFESSIONAL LIABILITY

*If the scope of work requires design, engineering or professional services*, "Professional Liability (Errors & Omissions) Insurance, in an amount not less than «udProLiabIns» per claims made or otherwise specified if Owner requirements are greater, for damages caused by

(13) any act or omission of Subcontractor, or of any other person for whose acts or omissions Subcontractor may be liable arising out of the performance of services in a professional capacity. If Subcontractor should terminate such coverage at any time before three (3) years or Owner requirement after acceptance or termination of Subcontractor's Work, Subcontractor shall provide evidence of continuing coverage in the required limits or obtain extended reporting period coverage ("tail cover"), for a period of not less than three (3) years or Owner requirement from Subcontractor's last services. Subcontractor agrees to furnish a copy of the Professional Liability policy on request.

**G. ENVIRONMENTAL/POLLUTION LIABILITY**

*If the scope of work requires remediation, abatement, the handling of hazardous or toxic substances, or exposure to causing a pollution event, Pollution / Environmental Liability in the amount of «udEnvPollLiabIns» each claim, aggregate or otherwise specified if Owner requirement is greater. The coverage shall remain in effect for not less than 3 years following completion or as Owner contract documents dictate. Please see Trucking/Cargo (E) if transporting hazardous waste.*

**H. INSTALLATION FLOATER/BUILDERS RISK/RESPONSIBILITY FOR PROPERTY INSTALLED OR BEING INSTALLED**

If the scope of work requires equipment or materials that are to be permanently installed, an Installation Floater policy shall be required with limits to reflect the contract value and/or the value of any equipment in your care, custody and control. In the event of loss or damage to Subcontractor's equipment, material or contract works during the course of construction; Subcontractor hereby agrees to first seek recovery from its own property insurance coverage if applicable. In cases of claims paid by Owners or Contractors Builders Risk Insurance coverage, Subcontractor is responsible for payment of any deductibles applied to insured losses under those policies, which arise from Subcontractors work.

Before commencing work, the Subcontractor shall furnish a certificate in the ACORD format from all insurance companies confirming that the above required insurance is in force stating policy numbers, date of expiration, and coverage thereunder. Said certificate should state Aristeo as Certificate Holder and that such insurance is in effect for any and all work performed under contract to Aristeo Construction Company, and further that Aristeo Construction Company, the Owner and any entity listed is an additional insured (except for Professional Liability and Workers Compensation) for any and all work performed under contract to them and that such coverage is on a primary and non-contributory basis. Further, it is a requirement of this subcontract that any/all additional insureds be protected to the full limits carried by Subcontractor, not just to those required by this subcontract. Waivers of Subrogation are necessary in favor of Aristeo, Owner and Prime Contractor. Subcontractor will attach to its certificate a copy of its General Liability policy endorsement under which Aristeo Construction Company, Owner or any party to be indemnified is added as an additional insured, utilizing ISO forms CG 2033 and 2037 or their acceptable equivalents. It is also agreed that all policies provide a thirty (30) day notice of cancellation or reduction in and/or elimination of protection otherwise provided under these policies to Aristeo Construction Company.

If the Subcontractor fails to procure and maintain such insurance(s), Aristeo Construction Company shall have the right to procure and maintain the said insurance(s) for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance(s). At the option of Aristeo Construction Company, the cost of said insurance(s) purchased by Aristeo Construction Company for the Subcontractor shall be deducted from any amounts then due or which would thereafter become due to the Subcontractor under this or any other contract between Aristeo Construction Company and the Subcontractor.

Additional Insureds:

«udAddInsuredforContract»

Reference Job # «Project»

Certificate Holder: Aristeo Construction, 12811 Farmington Rd., Livonia, MI 48150

Initial \_\_\_\_\_

Fax Certificate to: 734-793-5536 Email Certificate to: contracts@aristeo.com