

## Attachment B: Insurance Requirements

Before mobilization to the Project Location or otherwise commencing the Work, Subcontractor included in its pricing and shall a) procure and maintain at its expense all insurance of the type and minimum coverages stated in this attachment and the Subcontract; and b) cause to be furnished a certificate of insurance in the ACORD format and stating policy numbers including expiration dates and endorsements or other amending documents to demonstrate such insurance coverages meet the requirements. Subcontractor may meet minimum coverage limits by either primary policies or a combination of primary policies with the balance covered by an excess or umbrella policy. Contractor does not state that the listed policy requirements or limits of protection are adequate to satisfy Subcontractor's interests. Subcontractor shall determine if coverages are in effect and satisfactory for the risk management goals of Subcontractor. Insurance providers must be domiciled in the U.S. and have an A.M. Best Co. rating of AVIII or better. Subcontractor's policies shall not require or bind Contractor to arbitration before any tribunal, including any foreign tribunal.

### 1) Commercial General Liability Insurance including the following coverages:

- a) Premises / Operations Liability
- b) Explosion, Collapse and Underground Hazards
- c) Products / Completed Operations Hazards
- d) Contractual Liability Coverage
- e) Personal Injury Liability
- f) Independent Contractors

The limits of insurance must be equal to or greater than the following:

«udGLGenAgg»	General Aggregate on a Per Project Basis (Other than Products / Completed Operations)
\$ 2,000,000	Products / Completed Operations Aggregate
\$ 1,000,000	Personal and Advertising Injury
«udGLPerOccur»	Each Occurrence

Products / Completed Operations coverage, including an additional insured endorsement covering the Additional Insureds, shall remain in effect for the longer of the period required by the Subcontract or the last applicable statutes of limitations or repose for construction defects and products liability claims in the state where the Work is performed.

If the Work requires operations within 50 feet of a railroad, subject to the standard policy terms, 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 Work requires operations within 50 feet of a railroad and it is stipulated by the railroad entity that Subcontractor provide a Railroad Protective Liability policy in the name of the specific railroad entity for performing work on the railroad right-of-way, this policy will be procured and maintained.

### 2) Business Automobile Insurance including the following coverages:

- a) Owned Vehicles
- b) Non-Owned Vehicles
- c) Hired Vehicles
- d) Each of the above listed coverages must provide coverage in the following minimum limits:  
«udGLPerOccur» Bodily Injury & Property Damage each accident

### 3) Workers Compensation & Employers Liability Insurance including the following coverages:

- a) Statutory Workers Compensation Coverage in accordance with the laws of the state within whose jurisdiction the work is performed. If 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, Subcontractor shall extend coverage to provide and maintain in effect during the period covered by this Subcontract by endorsement, insurance against the liability imposed under these acts as applicable, including sole proprietors and corporate officers performing work at the Project Location, \$1,000,000.00 (or Statutory Minimum). In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor expressly waives any limitation on its liability under any workers compensation acts, disability, acts, or other employee benefit acts. This term will explicitly apply to, but will not be limited to, any 'third party over' claims. Subcontractor agrees that no act shall preclude such third-party indemnity actions against it.
- b) Employers Liability Coverage having a minimum of \$1,000,000.00 each accident including Occupational Disease.
- c) Policy to be endorsed with waiver of subrogation in favor of Contractor and Owner.
- d) Policy coverage is for Subcontractor's employees as well as personnel from a professional employer organization, an employee leasing company, and other similar services.

### 4) Excess Or Umbrella Liability Insurance including the following coverages:

Excess or Umbrella coverage is to be excess over paragraph 1), paragraph 2), and Employers Liability in paragraph 3) as identified above or per Owner requirements «udUmbLialns». Coverage under an excess or umbrella policy must be as broad as the coverage provided by primary policies.

**5) Trucking/Cargo Insurance including the following coverages:**

***If the Subcontract involves trucking/hauling services***, Subcontractor shall provide Motor Truck Cargo Liability Insurance covering Subcontractor for loss of or damage to all Contractor owned, leased, and rented property/cargo whether in transit or under the Subcontractor's care/custody. Policy limits are to equal the value or replacement cost of the insured cargo/matter. Subcontractor shall comply with federal and state regulations and provide the MCS-90 endorsement if transporting Hazardous Material. Certificate is to be issued without a tariff clause.

**6) Professional Liability including the following coverages:**

***If the Subcontract involves Professional Services***, Subcontractor shall provide Professional Liability (Errors & Omissions) Insurance in an amount equal to or greater than «udProLiabIns» per claims made for damages caused by any error, act, or omission of Subcontractor or of any other person for whose errors, acts, or omissions Subcontractor may be liable arising out of the performance of services in a professional capacity. This coverage period will continue until 3 years after final payment, and if Subcontractor terminates coverage at any time before the coverage period expires, Subcontractor shall provide evidence of continuing coverage for the required limit amount or obtain extended reporting period coverage ("tail cover") for a coverage period equal to or greater than 3 years. Subcontractor will furnish a copy of the Professional Liability policy on request.

**7) Environmental/Pollution Liability Insurance including the following coverages:**

***If the Subcontract involves Hazardous Material including a) remediation; b) abatement; c) handling; or d) otherwise exposure to causing a pollution event***, Subcontractor shall provide Pollution / Environmental Liability in the amount of «udEnvPollLiabIns» each claim, aggregate or otherwise specified if Owner's requirement is greater. The coverage will remain in effect for 3 years following completion at a minimum. *Trucking/Cargo Insurance applies if transporting Hazardous Material.*

**8) Installation Floater/Builders Risk/Responsibility For Property Installed Or Being Installed including the following coverages:**

***If the Subcontract involves equipment or materials that are to be permanently installed***, Subcontractor shall provide an Installation Floater policy with limits to reflect one or both of the contract value and any equipment in Subcontractor's care, custody, or control. If during construction there is a loss or damage to Subcontractor's equipment, material, or contract work, Subcontractor shall first seek recovery from its property insurance coverage. In cases of claims paid by Owner's or Contractor's Builders Risk Insurance coverage, Subcontractor shall pay any deductibles and self-insured retentions applied to insured losses under those policies, which arise from Subcontractor's Work.

**9) Miscellaneous Requirements:**

Regardless of other insurance, these coverages are on a primary and non-contributory basis. All Additional Insureds are to be covered for all liability arising from the Subcontract to the full limits carried by Subcontractor—not just to those required by this Subcontract. Subcontractor will attach to its certificate of insurance a copy of the policy endorsements under which the Additional Insureds (except for Professional Liability and Workers Compensation) are added as additional insureds, and in the case of the General Liability policy, by utilizing ISO endorsement forms that are at least as broad in additional insured coverages as a) CG 20 10 11 85; b) CG 20 10 10 01 and 20 37 10 01 combined; or c) equivalents in coverage in every respect as to option a) or b). The policies shall not eliminate or restrict coverage for claims or suits between "named insureds" and additional insureds. Subcontractor shall obtain and provide endorsements that waive subrogation and provide continued coverage in favor of the Additional Insureds. The policies shall provide a 30-calendar-day-advance notice of when protection provided under these policies will cancel, reduce, or otherwise change. Equivalent insurance coverages must be obtained from each of Subcontractor's Subordinate Parties, if any, before a Subordinate Party commences work at the Project or Subcontractor shall obtain insurance covering such Subordinate Parties. Receipt by Contractor of a non-conforming certificate of insurance, endorsement, or other documentation without objection, or Contractor's failure to collect a certificate of insurance, endorsement, or other documentation shall not waive or alter Subcontractor's duty to comply with the insurance requirements.

If Subcontractor fails to procure and maintain any required insurance coverages, Contractor may procure and maintain the required insurance coverages for and in the name of Subcontractor. For those insurance coverages procured by Contractor under this paragraph, Subcontractor shall pay the cost and shall furnish all necessary information to make effective and maintain those insurance coverages. At Contractor's option, Contractor may deduct the cost of insurance coverages purchased on behalf of Subcontractor, and Contractor may deduct those costs from any amounts that are then due or will become due to Subcontractor under this Subcontract or other contracts between Contractor and Subcontractor.

Additional Insureds: «udAddInsuredforContract»

Reference Job # «Project»

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

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