SUBCONTRACTOR INSURANCE REQUIREMENTS OF MORGAN CONSTRUCTION

ARTICLE 13 INSURANCE

13.1 SUBCONTRACTOR'S INSURANCE: Prior to start of the Subcontractor's work, the Subcontractor shall procure for the Subcontractor's work and maintain in force Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability, Excess Liability (Umbrella) Insurance, and all insurance required of the Contractor under the contract documents in an A-rated insurance company licensed to do business in state of project. Insurance requirements are per the example certificate issued with the contract package.

The Contractor and Owner shall be named as additional insureds, including products and completed operations, on each of these policies except for Worker's Compensation. General Liability and Worker's Compensation certificates are to provide waiver of subrogation in favor of Contractor and Owner.

This insurance shall include contractual liability insurance covering the Subcontractor's obligations under Article 12. The subcontractor's insurance shall be considered primary non-contributory including completed operations.

13.2 MINIMUM LIMITS OF LIABILITY: The Subcontractor's Comprehensive General, Automobile Liability and Excess Liability (Umbrella) Insurance, as required by Article 13.2, shall be written with limits of liability equal to or greater to the following or as required by plans, specifications and/or by law:

A. Comprehensive General Liability including completed operations: \$1,000,000 each occurrence and \$2,000,000 aggregate; Products Completed Operations aggregate of \$2,000,000 with a per project aggregate and a general aggregate of \$2,000,000

B. Comprehensive Automobile Liability: \$1,000,000 each occurrence

C. Excess Liability (Umbrella): \$1,000,000

D. Worker's Compensation: \$500,000

SUPPLIER INSURANCE REQUIREMENTS OF MORGAN CONSTRUCTION

Supplier's Insurance:

The supplier shall, prior to delivery of material, procure and maintain in force Comprehensive General Liability Insurance, and Excess Liability (Umbrella) Insurance in an A-rated insurance company licensed to do business in state of project.

The Contractor and Owner shall be named as additional insureds, including products and completed operations, on each of these policies.

This insurance shall include contractual liability insurance covering the Supplier's obligations under Article 12. The Supplier's insurance shall be considered primary non-contributory including completed operations.

MANUFACTURER COVERAGE: In the event Supplier will be providing material valued in excess of \$10,000 from any single manufacturer, Supplier will submit a certificate of insurance (naming Morgan Construction as additional insured) from the product manufacturer showing proof of all liability insurance coverages noted below. All additional requirements for coverages noted below are to apply to the manufacturer certificates. Manufacturer insurance is also required to cover consequential damages.

MINIMUM LIMITS OF LIABILITY: The Supplier's Comprehensive General, and Excess Liability (Umbrella) Insurance, shall be written with limits of liability equal to or greater to the following or as required by plans, specifications and/or by law:

A. Comprehensive General Liability including completed operations: 1) \$1,000,000 each occurrence and \$2,000,000 aggregate; Products Completed Operations aggregate of \$2,000,000 with a per project aggregate and a general aggregate of \$2,000,000

- B. Comprehensive Automobile Liability: \$1,000,000 each occurrence
- C. Excess Liability (Umbrella): \$1,000,000