



Insurance Requirements

The Contractor providing services in a company or companies licensed to do business in the State of Texas and acceptable to the Owner shall purchase and maintain, during the life of the project, insurance which shall fully protect the contractor, the Owner, Architect, Engineer and any Subcontractor performing work covered by this Agreement from any and all claims, including bodily injury, property damage, or personal injury which may arise or result from the Contractor's operations under this Agreement.

As a minimum, such insurance must include, but not necessarily be limited to:

- a. Commercial General Liability – Including Bodily Injury, Property Damage and Personal & Advertising Injury.
- b. Automobile Liability Insurance – Covering any motor vehicles, whether owned, non-owned or hired.
- c. Worker's Compensation and Employer's Liability Insurance or Occupational Accident insurance when applicable. * (Non-construction)
- d. Builders' Risk (if applicable).

1. Insurance, required by subparagraphs above, shall be written for not less than any limits of liability required by law or by those shown below, whichever is greater:

- a. Commercial General Liability

Each Occurrence.....	\$1,000,000
General Aggregate.....	\$2,000,000

 - Certificate holder must be names as Additional Insured for Ongoing and Completed Operations
 - Coverage shall be Primary and Non-Contributory;
 - Aggregate is per project and/or location
 - Waiver of subrogation in favor of certificate holder;
 - 30 day notice of cancellation required.

- b. Automobile Liability

Combined Single Limits – Each Accident.....	\$1,000,000
---	-------------

 - Certificate holder must be names as Additional Insured;
 - Waiver of subrogation in favor of certificate holder;
 - 30 day notice of cancellation required.

- c. Workers' Compensation and Employers' Liability or Occupational Accident when applicable* (Non-construction)

E.L. Each Accident.....	\$1,000,000
E.L. Disease – Each Employee.....	\$1,000,000
E.L. Disease – Policy Limit.....	\$1,000,000

 - Waiver of subrogation in favor of certificate holder
 - 30 day notice of cancellation required

- d. Builder's Risk (if applicable)
 - All-Risk, full insurable value of work;
 - Insurance carrier must be A-rated or better by A.M. Best Company;
 - Contractor shall be responsible for materials not installed as well as tools, equipment, and supplies to be used on the job and insurance for such property to be furnished by the Contractor.
 - Certificate holder shall be named as Loss Payee.

- e. Professional Liability
 - Waiver of subrogation in favor of certificate holder;
 - 30 day notice of cancellation required.

2. *SHSU will accept Occupational Accident coverage from responsible non-construction, non-subscribers that comply with the following:

- All laws of the State of Texas and ERISA covering non-subscribers;
- A binding arbitration provision shall be included in the policy and evidence of the provision must be provided to SHSU
- The policy must provide defense and legal liability expense coverage for work place injury litigation in both state and federal courts and evidence of coverage must be provided to SHSU.

3. Prior to commencement of the work, the Contractor shall furnish to the Owner all required certificates of insurance, including any endorsements thereto. Such certificates, and any required endorsements shall specifically set forth evidence of all coverage required. During the term of this Agreement, the Contractor shall furnish to the Owner copies of any required endorsements issued amending any such required insurance.

4. Description of Operations should read: Re: (List – job/location/project &/or performance, etc., if applicable)

5. For any exceptions to the coverages required above, please contact Risk Management at (936) 294-2332.

6. Certificate Holder: The Texas State University System Board of Regents/Sam Houston State University
 C/O Risk Management, 1831 University Avenue, Box 2327, Huntsville, TX 77340
 Email Address: ksw023@shsu.edu or ses058@shsu.edu