

INSURANCE REQUIREMENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
(revised 03/04)

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by the Owner. Acceptance of the insurance certificates by the Owner shall not relieve or decrease the liability of the Contractor.

If policies are not written for the amounts specified below (except Worker's Compensation and Employer's Liability), Contractor shall carry Excess Liability insurance for any difference in amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.

This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the Owner.

Contractor's insurance shall be deemed primary with respect to any insurance carried by Stephen F. Austin State University for liability arising out of operations under this Contract.

Stephen F. Austin State University, its officials, directors, employees, representatives and volunteers shall be named as additional insured. This is not applicable to the workers' compensation policy.

The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Owner.

The workers' compensation insurance coverage must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor's policy or under the policy provided by a subcontractor. The Contractor's policy shall provide that, in the event that a subcontractor's policy fails to provide worker's compensation coverage of a worker, such insurance coverage is provided by the Contractor's policy.

Unless otherwise provided for herein, the Contractor shall provide and maintain, until the Work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as follows:

TYPE OF COVERAGE	LIMITS OF LIABILITY
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|------------------------------------|--------------------------------|
| 1. Workers' Compensation | Statutory |
| 2. Employer's Liability | \$500,000 each occur/aggregate |
| 3. Comprehensive General Liability | |
| a. Bodily Injury | \$500,000 each occur |
| b. Property Damage | \$300,000 each occur/aggregate |

EXCEPT THAT for charter bus services, the Contractor shall provide the following:
Comprehensive General Liability \$5,000,000 combined single limit

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|---------------------------------------|-----------------------------------|
| 4. Comprehensive Automobile Liability | |
| a. Bodily Injury | \$500,000 each person, each occur |
| b. Property Damage | \$300,000 each occur |

EXCEPT THAT for charter bus services, the Contractor shall provide the following:
Comprehensive Automobile Liability \$5,000,000 combined single limit
Based on Code of Federal Regulation: 49CFR387, Paragraph 387.303

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| 5. Aircraft Liability Insurance | \$1,000,000 per passenger |
| NOTE: This coverage required only for aircraft charters AND the Aircraft Liability Insurance Policy must name the State of Texas and its employees as additional insured. | |
| 6. Environmental Impairment Liability (EIL) and/or Pollution Liability | \$1,000,000 Each Occurrence |
| NOTE: This coverage required only when environmental issues are a potential concern. | |