

## ATTACHMENT J - INSURANCE REQUIREMENTS

### EXHIBIT A

State Preservation Board (SPB)

### INSURANCE REQUIREMENTS

- A. **Insurance Requirements:** The Contractor shall purchase and maintain insurance, in full force at all times and at its expense, as shall protect the Contractor from claims that may arise out of or result from the Contractor's performance of service pursuant to this Agreement, in the following types and amounts for the duration of this AGREEMENT, and any extensions thereof, and furnish original Certificates of Insurance, including policy declaration and policy endorsements before work commences as evidence thereof:

Minimum Insurance Coverage: Employers' Liability and Workers' Compensation coverages for the Agreement are as follows:

1. Workers' Compensation and Employers' Liability coverage with minimum policy limits for employers Liability, bodily injury per accident, bodily injury disease policy limit and per disease, per employee. Certification in writing from the Contractor and subconsultants shall be provided to the SPB in accordance with §406.096, Labor Code.
  - 1.1 For Workers' Compensation and Unemployment Insurance, provide minimum coverage as established by the Texas Department of Insurance.
  - 1.2 Employer's Liability
    - \$1,000,000 Each Accident
    - \$1,000,000 Disease-Policy Limit
    - \$1,000,000 Disease-Each Employee
2. Commercial General Liability with a combined single limit per occurrence for coverage AB&C including products/completed operations, where appropriate, with a separate aggregate.
  - 2.1 Commercial General Liability
    - \$1,000,000 Each Occurrence
    - \$2,000,000 Aggregate
    - \$1,000,000 Combined Bodily Personal & Advertising Liability
    - \$2,000,000 Products/Complete Operations Aggregate
    - \$50,000 Damage to Rented Premises
    - \$5,000 Medical Expenses

The policy shall contain the following:

- a. Blanket contractual liability coverage for liability assumed under the AGREEMENT and all contracts relative to the Project.
- b. Independent Contractors coverage.

- c. State Preservation Board listed as certificate holder or additional insured, as appropriate.
  - d. 30-day Notice of Cancellation in favor of the SPB.
  - e. Waiver of Transfer Right of Recovery Against Others in favor of the SPB.
- 3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
  - 3.1 Business Automobile Liability  
\$1,000,000 Combined Bodily Injury & Property Damage
  - 3.1 Acceptable limits are: \$500,000 bodily injury per person, \$1,000,000 bodily injury per occurrence and at least \$250,000 property damage liability per accident.
  - 3.3 The policy shall contain the following endorsements in favor of the SPB.
    - a. Waiver of Subrogation endorsement.
    - b. 30-day Notice of Cancellation endorsement.
    - c. Additional Insured endorsement with State Preservation Board listed as an additional insured
- 5. Umbrella/Excess Liability
  - 5.1 Umbrella/Excess Liability: \$1,000,000
- 6. The Owner will establish and separately procure Builder's Risk insurance for the Project.

**B. General Requirements for Insurance:** Contractor agrees that each of the insurance policies obtained shall meet the requirements of this Agreement and contain the following:

- 1. The Contractor shall be responsible for deductibles and self-insured retention, if any, stated in policies. All deductibles or self-insured retention shall be disclosed on the certificate of insurance required above and must be approved by the Owner. Actual losses not covered by insurance as required by this Agreement shall be paid by the Contractor.
- 2. All insurance coverage obtained by Contractor to fulfill the requirements herunder shall be on an occurrence basis.

3. Contractor shall maintain coverage for the duration of the Agreement and for two years following the completion of the work under the Agreement. The Contractor shall, on at least an annual basis, provide the SPB with an insurance certificate as evidence of insurance. The premium for the reporting period shall be paid by the Contractor.
4. The Parties agree that the policies required in this Agreement, shall be considered primary coverage, as applicable.
5. If insurance policies are not written for amounts specified above, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
6. The Contractor shall not commence work under this Agreement until they have obtained the required insurance and until such insurance has been reviewed by the SPB. The Contractor shall not allow any subconsultants to commence work until the required insurance has been obtained and approved. Approval of Insurance by the SPB or any failure by the SPB to enforce the provisions of this Exhibit shall not relieve or decrease the liability of the Contractor hereunder.
7. Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A.M. Best rating of A or better.
8. All insurance (with the exception of Worker's Compensation and Unemployment Insurance) shall be endorsed to the SPB. The SPB shall be listed as an additional insured as its interests may apply on the Commercial General Liability and Business Automobile Liability Policies.
9. The Contractor shall produce endorsements upon the SPB's request to each affected policy:
  - a. Naming the SPB, P.O. Box 13286, Austin, Texas 78711 as additional insured (except Workers' Compensation and Professional Liability Insurance).
  - b. That obligates the insurance company to notify the Project Manager, SPB, P.O. Box 13286, Austin, Texas 78711, of any non-renewal, cancellations or material changes at least thirty (30) days prior to change or cancellation.
10. The SPB shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.

11. Unless the requisite prior notification has been provided to the SPB and replacement insurance meeting all of the requirements of this Agreement has been obtained, Contractor shall not cause or allow any of its insurance coverage to be canceled nor permit any insurance coverage to lapse during the term of the Agreement or as required in the Agreement.
12. The SPB reserves the right to review the insurance requirements of this section during the effective period of the Agreement and to make reasonable adjustments to insurance coverage and their limits when deemed necessary and prudent by the SPB based upon changes in statutory law, court decisions or the claims history of the industry as well as the Contractor (such adjustments shall be commercially available to the Contractor). If the implementation of such revised insurance coverage/limits would result in additional costs to the Contractor, the Contractor may request additional compensation from the SPB under the provisions of Article V, Paragraph B herein.
13. All certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or limited until thirty (30) days after the SPB has received written notice.
14. Certificates of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the operations to which the insurance applies, the expiration date, and the aforementioned notice of cancellation clause.

**C. Waiver of Subrogation:** The Contractor's insurance shall include a waiver of subrogation to the SPB for the Workers' Compensation and Employers' Liability, Commercial General Liability, and Business Automobile Liability policies. Contractor shall waive all rights and claims against the State Preservation Board and the State of Texas during the period of these services covered by any property insurance. Contractor shall each require similar waivers from its subcontractors and agents.