



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. Umbrella/Excess Liability
- c. Automobile Liability Insurance – Covering any motor vehicles, whether owned, non-owned or hired.
- d. Worker's Compensation and Employer's Liability Insurance or Occupational Accident insurance when applicable. * (Non-construction)
- e. Builder's Risk (if applicable)
- f. Pollution Liability
- g. Professional Liability
- h. Aviation Insurance
- i. Cyber Liability

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
Damage to Rented Premises	\$300,000
Medical Expenses (any one person)	\$10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

- Certificate holder must be named 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. Umbrella/Excess Liability (if agreement should require higher limits than \$1,000,000.

With limits of not less than \$5,000,000.

- This policy should provide excess coverage over all underlying policies required above.

c. Automobile Liability

Combined Single Limits – Each Accident	\$1,000,000
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- Certificate holder must be named as Additional Insured;
- Waiver of subrogation in favor of certificate holder;
- 30-day notice of cancellation require.

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

construction)E.L. Each Accident

E.L. Disease – Each Employee.....

E.L. Disease – Policy Limit

Policy must include:

- Other States Endorsement to include Texas is business is domiciled outside the State of Texas
- Waiver of subrogation in favor of certificate holder
- 30-day notice of cancellation required

e. 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.

f. Pollution Liability (Required when work involves handling of hazardous material or the Contractor's operation may create or exasperate an environmental hazard.)

Each Claim.....	\$1,000,000
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Aggregate.....	\$2,000,000
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g. Professional Liability (Errors and Omissions) (Required if either applies: (1) The Contractor is professionally licensed/certified (i.e. architect, consultant, paramedic, attorney, engineer, etc.) or (2) the Contractor will develop information that will be used in a decision making process within the institution that could create liability (i.e. clinical trials, building construction, etc.). The scope of work, size of contract, and

potential for loss may require higher limits.)

Each Claim..... \$1,000,000

Aggregate \$2,000,000

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

h. Aviation Insurance (including coverage for Drones)

Bodily Injury..... \$1,000,000

Property Damage \$1,000,000

Personal Injury..... \$1,000,000

Advertising Injury..... \$1,000,000

i. Cyber Liability (if applicable)

Each wrongful act..... \$10,000,000

- Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of University data, whether by Contractor or any of subcontractor or cloud service provider used by Contractor;
- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;
- Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties;
- Liability for technological products and services;
- PCI fines, fees, penalties and assessments;
- Cyber extortion payment and response costs;
- First and Third-Party Business Interruption Loss resulting from a network security failure;
- Liability for technological products and services;
- Costs of restoring, updating or replacing data; and
- Liability losses connected to network security, privacy, and media liability.

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

1. All laws of the State of Texas and ERISA covering non-subscribers;
2. A binding arbitration provision shall be included in the policy and evidence of the provision must be provided to SHSU
3. The policy must provide defense and legal liability expense coverage for workplace 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 the SHSU Office of Compliance and Insurance at (936) 294-2671.

6. Certificate Holder: The Texas State University System Board of Regents/Sam Houston State University
C/O Compliance and Insurance, PO Box 2327 SHSU, Huntsville, TX 77341
Email Address: complianceandinsurance@shsu.edu