APPENDIX E

INSURANCE REQUIREMENTS

The successful Developer shall, at its own expense, procure and maintain during the entire performance period of any contract or agreement arising from the process outlined in this RFP, including any extensions thereof, insurance of the kind and in the minimum amounts specified below. All insurance, except for professional liability, shall have a retroactive date of placement prior to or coinciding with the effective date of the agreement between the University and the successful Developer. Professional liability coverage should be retroactive to the beginning of pre-bid design activities. All policies shall name the University of Hawai‘i as an additional insured.

Depending upon the substance of the successful proposal, the insurance requirements may be tailored to meet the proposal structure and to meet the requirements of the University.

1 Overall Requirements

1.1 Commercial General Liability insurance on an occurrence form to include coverage for:

- Premises Operation
- Independent Contractors
- Products and Completed Operations

Products and Completed Operations coverage protecting the Developer and Subcontractor must be carried for two (2) years after substantial completion of the Project. Evidence of this insurance shall be provided to the University on an annual basis.

- Broad Form Property Damage including completed operations
- Blanket Contractual Liability
- Personal Injury
- Employees named as Additional Insureds
- Explosion, Collapse and Underground Property Damage
- Severability of Interest
The limit of liability for such coverage shall be:

- **Bodily Injury and Property Damage Combined Single Limit:**
  
  - $5,000,000.00 per occurrence
  - $5,000,000.00 aggregate

- **Products/Completed Operations:**
  
  - $1,000,000.00 per occurrence
  - $5,000,000.00 aggregate

- **Personal Injury:**
  
  - $1,000,000.00 per occurrence
  - $5,000,000.00 aggregate

2. The Developer shall carry professional liability (Errors and Omissions) insurance, covering the Design Services provided under the Agreement with coverage of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. The term “Design Services” means all professional services required to fulfill the design obligations of the Project, including, but not limited to programming, schematic design, design development, construction documents and construction contract administration services. Specifically, the contractor shall carry Contractor’s Professional Liability (CPL) insurance with coverage of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. The CPL policy shall include a Design/Build Endorsement in a form acceptable to the University and shall provide coverage for:

- Contractor’s vicarious, contingent and direct liability for design errors
- Facility management
- Program management
- Providing computer software
- Contractual liability or liability assumed in “insured contracts”

If the successful Developer is a joint venture, then the CPL policy shall include the joint venture as a named insured.

Any architect and/or engineer furnishing services for the Project shall carry professional liability insurance with coverage of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
All professional liability policies shall be maintained throughout the course of the work and for a minimum of five (5) years after the Certificate of Substantial Completion is filed.

All professional liability insurance policies shall cover claims for bodily injury and property damage as well as claims involving solely economic loss. This insurance shall also provide for redesign and reconstruction costs and expenses resulting from negligent Design Services.

3. Builders' Risk Insurance including all standard coverage and specifically providing coverage for exposed buildings and structures. The Builder’s Risk insurance shall be on an “all risk” basis and shall provide coverage on a full replacement value basis for the Project. The policy shall insure all work, labor, materials furnished by the Contractor against loss occasioned by fire, lightning, windstorm, theft, vandalism, malicious mischief, earthquake, flood, surface waters and collapse. The property to be covered shall include: (1) all materials and supplies owned by the named or additional insured and used in the construction of the buildings while in or on the described buildings, or in the open on the development’s premises or job site; (2) Foundations and fixtures; (3) Excavation, grading and labor charges associated with the construction project; and (4) Temporary structures used in, incidental to, the construction, fabrication, installation or completion of the Project.

4. Comprehensive Automobile insurance covering all vehicles, owned and non-owned, hired and leased. This insurance shall include coverage for automobile contractual liability and all coverages required by Hawai‘i law with the following limits:

- Bodily Injury $1,000,000.00 per person
  $1,000,000.00 per occurrence
- Property Damage $1,000,000.00 per occurrence

5. Workers' Compensation, Temporary Disability and other similar insurance required by the State of Hawai‘i or Federal laws. The minimum limits of liability to be maintained are as follows:

- Coverage A State of Hawai‘i Workers’ Compensation Law: Statutory Limits
- Coverage B Employers Liability:
  - Bodily Injury from each accident: $1,000,000.00
  - Bodily Injury from disease: $1,000,000.00
  - Bodily Injury from disease: $1,000,000.00 aggregate
6 Proof of Insurance

All insurance coverage shall be written by companies licensed or authorized to do business in the State of Hawai‘i and having an A.M. Best rating of A:VII or better. All policies, except Workers' Compensation, shall provide a 30-day notice for cancellation. Certificates of Insurance evidencing coverage shall be provided to the University prior to the awarding of any contract. Copies of insurance policies shall be provided upon request of the University. For insurance which must be maintained after completion of the Project or termination of an agreement, proof of insurance shall be submitted to the University on an annual basis.