

INSURANCE

Contractor shall maintain general liability insurance acceptable to the University of Hawaii in full force and effect throughout the term of this contract. The policy or policies of general liability insurance maintained by the Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall contain the following three clauses:

- a. "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Director of Office of Procurement and Real Property Management."
- b. "It is agreed that any insurance maintained by the University of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- c. "The University of Hawaii is added as an insured as respects operations performed for the University of Hawaii."

Clauses b and c are waived for any professional liability/errors and omissions liability insurance.

Contractor agrees to deposit with the University of Hawaii, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefore on deposit with the University during the entire term of this contract.

The University of Hawaii shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require the Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and

against the kind and extent of the risks which exist at the time a change in insurance is required.

The University of Hawaii shall notify the Contractor in writing of changes in the insurance requirements; and if the Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days of receipt of such notice, this contract shall be in default without further notice to the Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this contract.