



STATE OF HAWAII

SPECIAL CONDITIONS

5.1 Designation of a Project Manager. The HOPA shall designate in writing a representative to coordinate the work under this Agreement and to act as principal liaison between the CONTRACTOR and the STATE to resolve any questions, and to expedite decisions and progress reports. The CONTRACTOR shall designate in writing, with the approval of the HOPA, a project manager who will maintain close and frequent communications with the STATE's representative, and said project manager shall be experienced and qualified in the type of work involved and shall be directly responsible for the prosecution of the work under this Contract.

Every effort will be made by all parties to this Contract to retain the same liaison representatives during the term of this Contract in order to maintain continuity of effort and control.

5.2 Non-Liability of State Employees. The HOPA and any of the HOPA's duly authorized representatives and subordinates, in carrying out the provisions of this Contract or in exercising any power or authority granted herein, shall not be held personally liable in any way, it being understood that in such matters they act as agents and representatives of the STATE.

5.3 Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

5.4 Amend paragraph f of 2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities, by adding the following:

"Insurance. Prior to commencing with the work, the Contractor shall, at its own expense, obtain and submit to the Department, Certificate of Insurance from an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii showing full policy coverage of the Contractor.



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Types of Insurance:

A. Workers' Compensation:

The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract. The minimum limit of liability for worker's compensation is the HRS 386 statutory limit.

B. Comprehensive Automobile Liability:

The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than \$1,000,000 per accident for bodily injury and property damage. The STATE shall be named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

C. Commercial General Liability:

The Contractor shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The STATE shall be named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

D. Professional Liability:

The Contractor shall obtain Professional Liability insurance with a limit of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate."

It is the responsibility of the Contractor to notify the STATE of any changes to its insurance policies or if the Contractor receives a notice of cancellation of any of its



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insurance policies. The Contractor will immediately provide written notice to the STATE should the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

In addition, Contractor's insurance policies shall contain the following clauses:

1. The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.
2. It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

5.5 Amend Paragraph 7 Indemnification and Defense of the General Conditions to read as follows:

"Indemnification. The CONTRACTOR shall indemnify and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all reasonable attorney's fees, and all claims, suits, and demands therefore, arising out of or resulting from the negligent, reckless, intentional, or wrongful acts, errors, or omissions of the CONTRACTOR or the CONTRACTOR's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract."

5.6 Conflict. If there is a conflict between this Attachment - S5 (Special Conditions) and the General Conditions, this Attachment - S5 shall govern and control unless otherwise specified.