



STATE OF HAWAII
SPECIAL CONDITIONS

1. Designation of a Project Manager. The Head of the Purchasing Agency (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. Prior to making personnel substitutions, the CONTRACTOR shall obtain approval from the STATE’s Project Manager.

2. Prosecution of Work. The CONTRACTOR shall commence work under this Contract on the date indicated in the Notice to Proceed from the HOPA. Any work performed by the CONTRACTOR prior to the date indicated in the Notice to Proceed will be done at the CONTRACTOR’s own risk. The CONTRACTOR shall be available upon reasonable demand to discuss the progress of the work. All questions arising during the course of the work which must be resolved by the HOPA or his appointed representative shall be brought to the HOPA’s or his appointed representative’s immediate attention.

All design work including plans, drawings, specifications, cost estimates, proposal schedules, studies, reports, and other items required under this Contract (“Project Plans”) shall be approved in writing by the STATE. The approval of the Project Plans by the STATE shall not be construed to relieve the CONTRACTOR of the responsibility for correcting any errors and omissions, or discrepancies on the Project Plans which may become apparent after approval has



STATE OF HAWAII
SPECIAL CONDITIONS

been given nor shall approval be construed to relieve the CONTRACTOR of the responsibility for designing the Project to conform to all applicable design standards, criteria, laws, plans, and the applicable engineering, land surveying, architectural, landscape architectural and planning principles and practices. Any additional work required of the CONTRACTOR after approval has been given because of the aforementioned errors and omissions, or discrepancies found in the information and/or designs and plans furnished by the STATE to the CONTRACTOR, shall be performed by the CONTRACTOR at no further cost to the STATE.

3. 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.
4. Employment of STATE Workers. The CONTRACTOR covenants that the CONTRACTOR shall not engage any professional or technical personnel who are or have been in the employ of the State of Hawaii at any time during the negotiation or term of this Contract on a full-time, part time or any other basis (except regularly retired employees) for the performance of the work. Failure to comply with the provisions of this section may result in termination of this Contract. Additionally, the CONTRACTOR may be declared ineligible by the STATE for further State of Hawaii contracts in accordance with applicable State Law.
5. All reference to "CPO" is amended to read "HOPA" in Paragraph 19 (Modifications of Contract), subparagraph of the General Conditions.
6. Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors



STATE OF HAWAII
SPECIAL CONDITIONS

during the term of the contract if the contractors are paid with funds appropriated by the legislative body.

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

“7. 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 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.”