

**NOTICE FOR PROFESSIONAL SERVICES
2027-PROF-1**

Instructions	2
A. COUNTY ATTORNEY:	4
1. Title of Project: LEGAL SERVICES	4
2. Title of Project: LEGAL SERVICES - TRAINING	5
3. Title of Project: INVESTIGATOR SERVICES	6
4. Title of Project: COUNTY BOARDS AND COMMISSIONS - BOARD OR COMMISSION PROSECUTORS	7
B. COUNTY CLERK	8
1. Title of Project: SPECIAL COUNSEL (PRIVATE ATTORNEY) SERVICES	8
2. Title of Project: AUDITING SERVICES	8
3. Title of Project: PROFESSIONAL ENGINEERING SERVICES (AUDITS)	8
4. Title of Project: INVESTIGATOR SERVICES	9
C. FINANCE – TREASURY	9
1. Title of Project: UNDERWRITING SERVICES FOR BOND FINANCING OR REFINANCING	9
2. Title of Project: INVESTMENT BROKERAGE SERVICES	10
D. COUNTY-WIDE	10
1. Title of Project: ARCHITECTURAL SERVICES	10
2. Title of Project: ENGINEERING SERVICES	10
3. Title of Project: SURVEYING SERVICES	12
Insurance Requirements	13

Instructions

Parties or firms interested in providing the professional services listed shall be registered with Public Purchase and transmit the resume and letter of interest electronically to www.publicpurchase.com.

You may confirm your submission on Public Purchase by clicking on the "Print Response" link on the bid page. This will show you exactly what you have submitted to the agency. This will give you a "Response Details Report" that will show what files you have uploaded and submitted to the agency. You can print this report for your records or save a copy of it to your computer.

The letter of interest shall include:

1. Project number and title; (for example: A.1 – Special Legal Services)
2. Name of the department(s) to which the resume(s) is/are to be directed.
3. Signature of an authorized representative.

The subject line shall include the following reference:

2027-PROF-1 – Project Number – Company's name (for example: 2027-PROF-1, A.1 – XYZCo.)

Resumes may be electronically transmitted in either MS Word or PDF format.

Resumes should include:

1. Reference to this Notice by noting **"2027-PROF-1"** on the cover page of each resume.
2. The name of the firm or person, the principal place of business, and location of all of its offices.
3. The age of the firm and its average number of employees over the past five (5) years.
4. A description or narrative of the firm and statements of **experience and professional qualifications** (education, training, licenses, credentials) of the principals and staff members to be involved and supporting data as it relates to the proposed projects.
5. A list of **projects of similar scope for public agencies or private industry, including corrective actions and other responses to notices of deficiencies undertaken and completed** within the last five (5) years (including dates); the amount of the projects, owners of the projects and the scope of work performed; the names of up to five (5) clients who may be contacted, including at least two (2) for whom services were rendered during the preceding year.
6. **Capacity to complete the work in the required time**
7. Any other pertinent data that should or may be considered in the evaluation of the firm's qualifications.

Consultants are further notified of the requirements of Act 190, SLH 2011, SB 758, wherein the County of Kaua'i is required to utilize the Hawai'i Compliance Express (HCE) to obtain proof of compliance of: a tax clearance from the State Department of Taxation, and the U.S. Internal Revenue Service, State Department of Commerce and Consumer Affairs, and State Department of Labor and Industrial Relations **prior to the issuance of an award**. Consultants are strongly encouraged to register for HCE so as to allow for needed proof of compliance prior to the issuance of an award.

The furnishing of consultant services shall comply with the General Terms and Conditions for Professional Services, dated November 2017. A copy of the document can be found at www.kauai.gov, using the following links: Government > Department>Finance>Division of Purchasing.

Awards shall be electronically posted on the County of Kauai website within seven (7) days of the contract award: www.kauai.gov; follow: County Agencies; Finance - Purchasing Division; Tabulations and Awards; Professional Services.

Resume submissions shall be received by the deadline of **3:00 P.M. (Hawaii Standard Time), July 27, 2026**. Risk of late delivery shall lie with the sender.

Chelsie Sakai
Director of Finance
County of Kaua'i

Publicized: June 25, 2026, <http://www.spo.hawaii.gov> and <http://www.kauai.gov>

Pursuant to the provisions of HRS 103D-304 Procurement of Professional Services, the County of Kaua‘i hereby provides public notice to invite persons engaged in the professional services listed below to submit current statements of qualifications and expressions of interest for the fiscal year 2026-2027:

A. COUNTY ATTORNEY:

1. Title of Project: LEGAL SERVICES

Professional Service/Occupation and Class: HRS 605 - Attorneys

Description: Areas of law and related legal services. The County Attorney anticipates the need for attorneys licensed in Hawai‘i to provide services for representation, advice, and counsel in civil and criminal matters in the following areas of law: Administrative Law, Constitutional Law, Construction Law, Real Estate Development, Contract Law, Environmental Law, Eminent Domain, Intellectual Property, Insurance Law, Personnel Law, Land Use, Municipal Law, Condominium Property Regime, Public Financing, Torts, Worker’s Compensation, Bond counsel, Financial advisers, Appraisers, Underwriters, and other services related to the issuance of bonds that are not exempt from procurement, Criminal Defense of Police Officers and Firefighters, Mass Tort Complex Litigation, Land Acquisitions, and related legal areas.

Multiple Awards

The nature of and need for special legal services is an indefinite quantity requirement and, based on the needs of the Office of the County Attorney, or any of the department or agencies it supports, and according to the relevant matter for which Special Counsel is sought, multiple awards under this solicitation may occur. The use of multiple awards based on this solicitation is voluntary.

Cooperative Purchasing

For each Statement of Qualifications (SOQ), based on the needs of the County, a cooperative purchase agreement may be used. If a cooperative purchase agreement is used, the Office of the County Attorney or any of the departments or agencies it supports shall enter into a cooperative purchase agreement pursuant to relevant law.

Insurance Requirement

The insurance requirements attached to this request for publication shall be included in the solicitation. The minimum insurance requirements are not subject to negotiation or modification except as specifically provided therein, subject to amendment of the contract.

Additional Criteria: In addition to the specific resume information called for, interested parties shall include the following information in their submittal:

- a. The area(s) of practice in which the attorney or firm is interested in providing services, together with a summary of the number and types of cases/matters handled by each attorney in each category;
- b. If applicable, the name of the law firm that the attorney is affiliated with, the number of years the attorney has been with that firm, whether the attorney is a partner of the firm, and what, if any, specialty areas of practice the firm has;

c. A brief description of staff and facilities available to the attorney or firm, including other attorneys, secretarial and paralegal support, and whether the firm has the ability to provide electronic cases during and following the conclusion of the case;

d. Location and number of offices.

Estimated Cost: TBD

Estimated Contract Time: TBD

CONTACT PERSON:

Tyler Saito, County Attorney

Erin Takekuma, Administrative Services Officer

Phone: (808) 241-4930

2. Title of Project: LEGAL SERVICES - TRAINING

Professional Service/Occupation and Class: HRS 605 - Attorneys

Description: Areas of law and related legal services. The County Attorney anticipates the need for qualified persons to provide legal services training in the areas of law: Administrative Law, Constitutional Law, Construction Law, Real Estate Development, Contract Law, Environmental Law, Eminent Domain, Intellectual Property, Insurance Law, Personnel Law, Land Use, Municipal Law, Condominium Property Regime, Public Financing, Torts, Worker's Compensation, Bond counsel, Financial advisers, Appraisers, Underwriters, and other services related to the issuance of bonds that are not exempt from procurement, Criminal Defense of Police Officers and Firefighters, Mass Tort Complex Litigation, Land Acquisitions, and related legal areas. Additionally, general law office matters such as case management and drafting.

Multiple Awards

The nature of and need for legal training services is an indefinite quantity requirement and, based on the needs of the Office of the County Attorney, or any of the department or agencies it supports, and according to the relevant matter for which legal training is sought, multiple awards under this solicitation may occur. The use of multiple awards based on this solicitation is voluntary.

Cooperative Purchasing

For each Statement of Qualifications (SOQ), based on the needs of the County, a cooperative purchase agreement may be used. If a cooperative purchase agreement is used, the Office of the County Attorney or any of the departments or agencies it supports shall enter into a cooperative purchase agreement pursuant to relevant law.

Insurance Requirement

The insurance requirements attached to this request for publication shall be included in the solicitation. The minimum insurance requirements are not subject to negotiation or modification except as specifically provided therein, subject to amendment of the contract.

Additional Criteria: In addition to the specific resume information called for, interested parties shall include the following information in their submittal:

a. The area(s) of practice in which the attorney or firm is interested in providing

training, together with a summary of the number and types of cases/matters in the field handled by the attorney or firm;

b. The names of attorneys and other staff who are available to provide training, and their qualifications;

c. If applicable, awards, accolades, and recognition within the industry.

d. Location and number of offices.

Estimated Cost: TBD

Estimated Contract Time: TBD

CONTACT PERSON:

Tyler Saito, County Attorney

Erin Takekuma, Administrative Services Officer

Phone: (808) 241-4930

3. Title of Project: **INVESTIGATOR SERVICES**

Professional Service/Occupation and Class: HRS 605 - Attorneys

Description: The County Attorney anticipates the need for services of experienced licensed investigators or licensed attorneys to conduct investigations on any claim, case, or complaint filed against the County which the County Attorney requires investigation services.

Multiple Awards

The nature of and need for legal training services is an indefinite quantity requirement and, based on the needs of the Office of the County Attorney, or any of the department or agencies it supports, and according to the relevant matter for which legal training is sought, multiple awards under this solicitation may occur. The use of multiple awards based on this solicitation is voluntary.

Cooperative Purchasing

For each Statement of Qualifications (SOQ), based on the needs of the County, a cooperative purchase agreement may be used. If a cooperative purchase agreement is used, the Office of the County Attorney or any of the departments or agencies it supports shall enter into a cooperative purchase agreement pursuant to relevant law.

Insurance Requirement

The insurance requirements attached to this request for publication shall be included in the solicitation. The minimum insurance requirements are not subject to negotiation or modification except as specifically provided therein, subject to amendment of the contract.

Additional Criteria: In addition to the specific resume information called for, interested parties shall include the following information in their submittal:

a. A list of types of cases investigated;

b. If applicable, awards, accolades and recognition within the industry.

Estimated Cost: TBD

Estimated Contract Time: TBD

CONTACT PERSON:

Tyler Saito, County Attorney

Erin Takekuma, Administrative Services Officer

Phone: (808) 241-4930

4. Title of Project: COUNTY BOARDS AND COMMISSIONS - BOARD OR COMMISSION PROSECUTORS

Professional Service/Occupation and Class: HRS 605 - Attorneys

Description: Areas of law and related legal services. The County Attorney anticipates the need for attorneys licensed in Hawai'i to act as a prosecutor in enforcement actions by boards and commissions.

Multiple Awards

The nature of and need for prosecutors is an indefinite quantity requirement and, based on the needs of the Office of the County Attorney, or any of the department or agencies it supports, and according to the relevant matter for which Special Counsel is sought, multiple awards under this solicitation may occur. The use of multiple awards based on this solicitation is voluntary.

Cooperative Purchasing

For each Statement of Qualifications (SOQ), based on the needs of the County, a cooperative purchase agreement may be used. If a cooperative purchase agreement is used, the Office of the County Attorney or any of the departments or agencies it supports shall enter into a cooperative purchase agreement pursuant to relevant law.

Insurance Requirement

The insurance requirements attached to this request for publication shall be included in the solicitation. The minimum insurance requirements are not subject to negotiation or modification except as specifically provided therein, subject to amendment of the contract.

Additional Criteria: In addition to the specific resume information called for, interested parties shall include the following information in their submittal:

- a. The relevant experience of the attorney or firm interested in providing these services, together with a summary of the number and types of cases/matters in the field handled by the attorney or firm;
- b. If a firm or organization, the names of attorneys and other staff who are available to provide the services, and their qualifications;
- c. If applicable, awards, accolades, and recognition within the industry.
- d. Location and number of offices.

Estimated Cost: TBD

Estimated Contract Time: TBD

CONTACT PERSON:

Tyler Saito, County Attorney
Erin Takekuma, Administrative Services Officer
Phone: (808) 241-4930

B. COUNTY CLERK

1. Title of Project: SPECIAL COUNSEL (PRIVATE ATTORNEY) SERVICES

Professional Service/Occupation and Class: HRS 605 - Attorneys

Description: Representation of the Office of the County Clerk or Office of the County Auditor in implementing powers to compel production of witnesses and records, primarily from County employees and departments, pursuant to Kaua'i County Charter 3.17 or Kaua'i County Charter section 32.02.C, as applicable. The attorney(s) providing services must be licensed to practice in the State of Hawai'i.

Additional Criteria: In addition to the criteria for professional services, evaluation criteria will include fair and reasonable prices and best value to the County.

Estimated Cost: \$30,000

Estimated Contract Time: 365 calendar days

CONTACT PERSON: Jade K. Fountain-Tanigawa, County Clerk

Phone: (808) 241-4188

2. Title of Project: AUDITING SERVICES

Professional Service/Occupation and Class: GS 511 - Auditing

Description: The services of experienced auditors are needed to conduct financial and performance audits; examine related information systems and procedures of accounting, reporting and internal controls; and review for compliance with laws, regulations, and contracts of County units, within the Office of the County Clerk or Office of the County Auditor's authority. Certified Public Accountant (CPA) certification is required for firms or individuals desiring to conduct financial audits.

Additional Criteria: In addition to the specific resume information called for, evaluation criteria will include fair and reasonable prices and best value to the County.

Estimated Cost: \$380,000

Estimated Contract Time: 365 calendar days

CONTACT PERSON: Jade K. Fountain-Tanigawa, County Clerk

Phone: (808) 241-4188

3. Title of Project: PROFESSIONAL ENGINEERING SERVICES (AUDITS)

Professional Service/Occupation and Class: HRS 464 – Professional Engineers, Architects, Surveyors and Landscape Architects

Description: The services of licensed professional engineers are needed to provide engineering analyses in conjunction with the Office of the County Clerk or Office of the County Auditor's post audits of the transactions, programs and performance of all departments, offices and agencies of the County or new Performance Audits or

Investigations that have been approved by the County Council. Engineering analyses include but are not limited to professional engineering analyses of capital project implementation; forensic engineering analyses; and engineering analyses of capital projects for compliance with best practices in engineering, applicable laws, regulations, and contracts.

Additional Criteria: In addition to the specific resume information called for, evaluation criteria will include fair and reasonable prices and best value to the County.

Estimated Cost: \$25,000

Estimated Contract Time: 365 calendar days

CONTACT PERSON: Jade K. Fountain-Tanigawa, County Clerk

Phone: (808) 241-4188

4. Title of Project: INVESTIGATOR SERVICES

Professional Service/Occupation and Class: HRS 605 - Attorneys

Description: The Kaua'i County Council invites qualified and experienced licensed attorneys/investigators to submit a Request for Statement of Qualifications (RFQ) to provide services relating to workplace/employment complaint(s). The investigation should include a report summarizing factual findings and relevant information from witness interviews and document review. Experience with employment/workplace investigations required.

Additional Criteria: In addition to the specific resume information called for, evaluation criteria will include fair and reasonable prices and best value to the County.

Estimated Cost: \$150,000

Estimated Contract Time: 365 calendar days

CONTACT PERSON: Jade K. Fountain-Tanigawa, County Clerk

Phone: (808) 241-4188

C. FINANCE – TREASURY

1. Title of Project: UNDERWRITING SERVICES FOR BOND FINANCING OR REFINANCING

Professional Service/Occupation and Class: Public Financing Bond Underwriting

Description: Responsible for developing plan of financing, credit rating process, and leading pricing and marketing efforts; organizes the efforts of all parties in structuring the financing and drafting the Offering Statement and related documents; analyzes financing alternatives for Issuer; prepares presentations for rating agencies and credit enhancers; reviews and helps shape principal legal documents; directs investor pre-sale bond marketing efforts; sets interest rates and offering terms of the bonds, accepts orders from investors and underwriters, and commits capital to underwrite unsold bonds.

Estimated Cost: No costs are expended until bonds are sold. Professionals are paid out of the proceeds of the issue.

Estimated Contract Time: TBD

CONTACT PERSON: Nancee Robles, Treasurer

Phone: (808) 241-4253

2. Title of Project: INVESTMENT BROKERAGE SERVICES

Professional Service/Occupation and Class: Public Financing Investment Banking

Description: Responsible for investing excess funds of the County within the direction of the Treasurer. Buy and sell securities within a variety of options that adhere to the Investment Policy of the County. Also responsible for: holding securities and cash; executing, clearing and settling transactions; collection and processing dividends; issuing buy and sell confirmations and client statements; and looking after the various details associated with the clearing and carrying of accounts.

Estimated Cost: Brokers are paid a commission for each transaction and other applicable fees are deducted from interest earnings.

Estimated Contract Time: Continuous until all investment transactions are completed.

CONTACT PERSON: Nancee Robles, Treasurer

Phone: (808) 241-4253

D. COUNTY-WIDE

1. Title of Project: ARCHITECTURAL SERVICES

Professional Service/Occupation and Class: HRS 464 – Professional Engineers, Architects, Surveyors and Landscape Architects

Description: Various departments within the County of Kauai anticipates the need for Architects licensed in the State of Hawai'i to provide services which may include (but not limited to): design plans, specifications, and consultant services.

Firms expressing their interest and qualifications will be placed in a pool of providers that may be selected (via committee) for the various projects and requirements that may come up during the Fiscal Year.

Estimated Cost: TBD per project

Estimated Contract Time: TBD per project

CONTACT PERSON: Division of Purchasing

Phone: (808)-241-4288

2. Title of Project: ENGINEERING SERVICES

Professional Service/Occupation and Class:

- HRS 464 – Professional Engineers
- GS-0020 – Community Planning;
- GS-0801 – General Engineering;
- GS-0803 – Safety Engineering;
- GS-0810 – Civil Engineering;
-

GS-0819 – Environmental Engineering;

- GS-0830 – Mechanical Engineering;
- GS-0850 – Electrical Engineering

Description: Various departments within the County of Kauai anticipates the need for Engineers licensed in the State of Hawai‘i to provide services which may include (but not limited to): environmental planning, predevelopment site work, construction management, and consultant services in the following areas: Community Planning, General Engineering, Safety Engineering, Civil Engineering, Environmental Engineering, Mechanical Engineering, and Electrical Engineering.

Firms expressing their interest and qualifications will be placed in a pool of providers that may be selected (via committee) for the various projects and requirements that may come up during the Fiscal Year.

Additional Criteria: In addition to the specific resume information called for, interested parties shall specify the area(s) of practice in which the firm is interested in providing services, together with a summary of representative projects handled by the firm in each category. Interested parties shall also specify past project experience completed for public entities.

Estimated Cost: TBD per project

Estimated Contract Time: TBD per project

CONTACT PERSON: Division of Purchasing

Phone: (808)-241-4288

Representative projects for Architectural and Engineering Services may include, but are not limited to the following:

PUBLIC WORKS - ENGINEERING

- Design Services for Ala Kalanikaumaka Extension
- Design and Permitting for Kamalu Road Improvements
- Design Services for King Kaumualii Elementary Safe Routes to School, Phase II
- Design Services for Papalina Road Improvements and Pu‘uwai Road Sidewalks
- Design and Permitting for Anini Bridge #2 Replacement
- Design Services for Koloa Town Sidewalks Project
- Design Services for South Kauai Pedestrian and Bicycle Access Project

PUBLIC WORKS – SOLID WASTE

- Engineering Services for Kekaha Landfill Soil Testing

PUBLIC WORKS – WASTEWATER

- Construction Monitoring for Lihue Aerated Solid Contact Tank
- Evaluation and Rehabilitation of Effluent Injection Wells at Waimea, Eleele and Lihue Wastewater Treatment Plants

TRANSPORTATION

- Design/Engineering Services for the Kauai Bus Base Yard Expansion

HOUSING

- Master Planning for Puhi Ag Lots Workforce Housing Development

3. Title of Project: SURVEYING SERVICES

Professional Service/Occupation and Class: HRS 464 – Professional Engineers, Architects, Surveyors and Landscape Architects

Description: Various departments within the County of Kauai anticipates the need for Surveyors licensed in the State of Hawai‘i to provide services which may include (butnot limited to): boundary staking, boundary study, boundary mapping, topographic surveys, construction staking, subdivision calculating and mapping, processing of subdivisions, elevation certification, land court maps, file plan mapping, establishing vertical and horizontal controls, writing legal descriptions, CPR mapping, andAutoCAD services.

Firms expressing their interest and qualifications will be placed in a pool of providers that may be selected (via committee) for the various projects and requirements that maycome up during the Fiscal Year.

Estimated Cost: TBD per project

Estimated Contract Time: TBD per project

CONTACT PERSON: Division of Purchasing

Phone: (808)-241-4288

Insurance Requirements

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of the Contract, the insurance coverages, limits, including endorsements, described in the Insurance Requirements of this solicitation. Unless preapproved by the County, the policy or policies of insurance maintained by the Contractor shall provide the minimum limit(s) and coverage(s) as specified in the Insurance Requirements and be placed with an insurance carrier authorized to do business in the State of Hawaii and rated A-VII by A.M. Best. No exceptions to the County's Insurance Requirements are permitted. Concurrent with the execution of the contract, Contractor shall provide the County with a certificate of insurance completed by a duly authorized representative of their insurer certifying that the liability coverage(s) is written on an occurrence form. Immediately upon becoming aware that its insurance will be cancelled, non-renewed, or materially changed, Contractor will notify the County by providing written notice. Failure of the Contractor to secure and maintain the required insurance shall be considered a material breach of the Contract.

* Crime Insurance or Commercial Fidelity Bond may be required for some contracts.

SAMPLE EXHIBIT C – INSURANCE REQUIREMENTS

EXHIBIT _____

INSURANCE REQUIREMENTS

County of Kaua'i

Contractor shall procure and maintain, on primary basis and at its sole expense, at all times during the life of the contract insurance coverages, limits, including endorsements described herein against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor or the Contractor's agents, representatives, employees or subcontractors. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor.

To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage(s) of Insurance Service Office (ISO) policies, forms, and endorsements.

A. General Conditions

Waiver of Subrogation. Contractor shall agree by entering into a contract with the County to provide a Waiver of Subrogation for the Commercial General Liability, Automobile Liability, and Workers Compensation policies. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Subrogation in favor of the County. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Additional Insured. Contractor shall agree to endorse the **County of Kaua'i as an Additional Insured** with a CG026 Additional Insured – Designated Person or Organization endorsement, a copy of the applicable policy language, or similar endorsement to all required insurance policy(ies), except for Workers Compensation and Professional Liability.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County; or the Contractor shall provide a financial guarantee (audited financial statement) satisfactory to the County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

When a self-insured retention (SIR) or deductible exceeds \$50,000, the

SAMPLE EXHIBIT C – INSURANCE REQUIREMENTS

County reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

Contractor's Responsibility. The Contractor is responsible for paying any portion of any loss not covered because of the operation of any deductible, co- insurance clause or self-insured retention applicable to the insurance required herein. If the County is damaged by the failure of the Contractor to maintain insurance as required in this paragraph, then the Contractor shall bear all reasonable costs properly attributable to that failure.

Primary and Non-contributory. All policies required of the Contractor will be endorsed as primary and any insurance or self-insurance program maintained by the County shall be non-contributory.

Certificate of Insurance. Concurrent with the execution of the contract, Contractor shall provide the County a certificate of insurance completed by a duly authorized representative of their insurer certifying that the liability coverage(s) is written on an occurrence form. Immediately upon becoming aware that its insurance will be cancelled, non-renewed, or materially changed, Contractor will notify County by providing written notice.

The Certificate Holder address shall read:

County of Kaua'i

Lihue, HI 96766

Attention: _____

Contract No. _____

Project Title: _____

Concurrent with the execution the contract the Contractor shall furnish the County with original certificates and endorsements effecting required coverage(s). The County reserves the right to require complete copies of all required insurance policies, including the policy declarations and endorsements affecting the coverage at any time.

Failure to secure and maintain the required insurance shall be considered as a material breach of the contract. Should the County be forced to expend funds that would have been covered under the specified insurance, Contractor shall reimburse County for such funds. In the event the County determines, in its sole and absolute discretion, that it is necessary to purchase the coverages herein required of the Contractor, and which the Contractor has failed to secure, the Contractor shall reimburse the County for the expenditure of such funds.

SAMPLE EXHIBIT C – INSURANCE REQUIREMENTS

Right to Revise or Reject. County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work or specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

B. Minimum Insurance Coverage Requirements

Unless otherwise approved by the Director of Finance, the policy or policies of insurance maintained by the Contractor shall provide the following minimum limit(s) and coverage(s) as specified herein and be placed with an insurance carrier authorized to do business in the State of Hawai'i and rated A-VII by A.M. Best:



Commercial General Liability. The Contractor shall procure and maintain Commercial General Liability, with dedicated required limits, as set forth herein, written on occurrence form providing:



Designated premises basis

OR



Per Project basis

The coverages shall include the following:

➤ Premises Operations

➤ Independent Contractors



Products and Completed Operations

➤ Broad Form Property Damage including completed operations

➤ Blanket Contractual Liability

➤ Personal Injury

➤ Employees named as Additional Insured

➤ Severability of Interest



Explosion, Collapse and Underground Property Damage

SAMPLE EXHIBIT C – INSURANCE REQUIREMENTS

The minimum limits of liability may be satisfied by providing either:

Bodily Injury and Property Damage Combined Single Limit: ▪ \$2,000,000 per occurrence ▪ \$2,000,000 annual aggregate	OR	Personal Injury: ▪ \$1,000,000 per occurrence ▪ \$2,000,000 annual aggregate AND Products and Completed Operations: ▪ \$1,000,000 per occurrence ▪ \$2,000,000 annual aggregate
---	-----------	---

Contractor must provide evidence the County is an Additional Insured for Products/Completed Operations coverage for both ongoing operations and after substantial completion of the work. This coverage may be provided by the ISO form CG 2010 (11 85) or an equivalent policy form. Coverage provided by a non equivalent CGL form shall be specifically endorsed providing both the course of construction and products/completed operations. ISO CG 2010 (04 13) and ISO form CG 2037 (04 13) or an equivalent form is required from the Contractor. The Contractor and subcontractor(s), if any, shall provide evidence to the County on an annual basis the products/completed operation coverage is in effect for two (2) years after substantial completion of the project.

- ☒ **Business Automobile Liability.** The Contractor shall procure and maintain Business Automobile Liability written on occurrence form for all Owned, Non-owned, and Hired automobiles. If the Contractor does not own automobiles, Contractor shall agree to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Automobile Liability. Coverage shall be for automobile contractual liability, uninsured and underinsured motorist coverage, basic no-fault, and personal injury protection, as required by Hawai'i law with the following limits:

Bodily Injury

\$1,000,000 per person

\$1,000,000 per occurrence

Property Damage

\$1,000,000 per accident

- ☒ **Workers' Compensation and Employer's Liability.** The Contractor shall procure and maintain at all times during the term of the contract the following insurance liability coverage: Workers' Compensation, Temporary Disability Insurance (TDI), and similar insurance that is required by the State of Hawai'i or federal laws. Self-insurance is permitted subject to submission of a copy of the appropriate governmental authorization and qualification by the Contractor and subcontractor(s).

SAMPLE EXHIBIT C – INSURANCE REQUIREMENTS

The minimum limits of liability to be maintained are as follows:

Coverage A: State of Hawai'i Workers' Compensation Law:

Statutory Limits.

Coverage B: Employer's Liability:

Bodily Injury from each accident \$1,000,000

Bodily Injury from disease \$1,000,000

Bodily Injury from disease aggregate \$1,000,000

- ☐ **Builder's Risk.** The Contractor shall procure and maintain an Inland Marine Builder's Risk policy providing coverage to protect the interests of the County, Contractor, sub-contractors, architects, and engineers, including property in transit and property on or off-premises, which shall become part of the building, or Project. Coverage shall be written on an **All Risk, Replacement Cost, and Completed Value Form** basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum, unless an agreed amount is otherwise stated between the County and the Contractor. The policy shall insure all work, labor, and materials furnished by the Contractor and the Contractor's subcontractors against loss occasioned by fire, lighting, windstorm, theft, vandalism, malicious mischief, flood, earthquake, and collapse.

The amount of coverage for the perils of flood and earthquake may be subject to a sub-limit. The sub-limit shall provide coverage of at least 25% of the full replacement cost.

The policy shall also include coverage for debris removal and reasonable compensation for architect's and engineer's services and expenses required as a result of an insured loss. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Contractor shall name the County of Kaua'i as a loss payee on the Builder's Risk policy.

- ☐ **Installation Floater.** The Contractor shall procure and maintain an Installation Floater policy providing coverage to protect the interests of the County, Contractor, sub-contractor(s), architects, and engineers, including property in transit and property on or off-premises, which shall become part of the project.

Coverage shall be written on an All Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum, unless an agreed amount is otherwise

SAMPLE EXHIBIT C – INSURANCE REQUIREMENTS

stated between the County and the Contractor. The policy shall insure all work, labor, and materials furnished by the Contractor and the Contractor's subcontractors against loss occasioned by fire, lightning, windstorm, theft, vandalism, malicious mischief, flood, earthquake, and collapse.

The amount of coverage for the perils of flood and earthquake may be subject to a sub-limit. The sub-limit shall provide coverage of at least 25% of the full replacement cost.

The policy shall also include coverage for debris removal and reasonable compensation for architect's and engineer's services and expenses required as a result of an insured loss. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Contractor shall name the County of Kaua'i as a loss payee on the Installation Floater policy.

☒ **Professional Liability (Errors and Omissions).** The Contractor and its subcontractors shall procure and maintain Professional Liability Insurance (Errors and Omissions Insurance) that covers all such activities under the contract. Such insurance shall have these minimum limits and coverage(s):

\$1,000,000 per occurrence
\$2,000,000 annual aggregate

For policies written on a "Claims-Made" basis, Contractor warrants the retroactive date equals or precedes the effective date of the contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the contract, Contractor shall agree to purchase Supplement Extended Reporting Period (SERP) with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

☐ **Pollution Legal Liability.** The Contractor shall procure and maintain Pollution Liability or similar Environmental Impairment Liability at a minimum limit not less than:

\$1,000,000 per occurrence
\$2,000,000 annual aggregate

The policy shall provide coverage for damages against, but not limited to, third-party liability, clean-up, corrective action including assessment, remediation and defense costs.

SAMPLE EXHIBIT C – INSURANCE REQUIREMENTS

- ☐ **Contractor's Pollution Liability.** Contractor shall procure and maintain pollution liability insurance when the Scope of Work involves removal, abatement, encapsulation or other treatment, disposal or remediation of asbestos or other hazardous materials or an exposure to pollutants or impairment of the environment. The policy shall provide coverage for third party liability, clean-up, and corrective action including assessment remediation and defense costs. The policy may be written on either an occurrence form or claims made. The minimum limits of liability shall be:

\$1,000,000 per occurrence

\$2,000,000 annual aggregate

- ☐ **Crime Insurance or Commercial Fidelity Bond:** Contractor shall procure and maintain Commercial Crime Insurance or Fidelity Bond providing Employee Dishonesty on a blanket basis covering all of the Contractor's employees with a minimum amount of insurance at least equal to the amount of the contract. The policy shall be endorsed to cover "Third-Party Liability" including a third-party beneficiary clause in favor of the County. The policy shall include a minimum twelve (12) month "Discovery Period" when written on a Loss Sustained basis.

- ☐ **Property.** The Tenant or Lessee, shall agree to maintain property insurance including flood and windstorm written on a replacement cost basis in an amount not less than 100% of the replacement cost of the building(s) and contents, including betterments and improvements made by the Tenant or Lessee, located on the premises. Contractor shall agree to be fully responsible for any deductible or self-insured retention, and to provide this coverage on primary basis.

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy with \$1,000,000 per occurrence and \$2,000,000 aggregate. If Contractor is using its Umbrella or Excess Liability Insurance policy to satisfy the minimum requirements, Contractor shall agree to endorse the County of Kaua'i as "Additional Insured" on the Umbrella or Excess Liability policy, or shall confirm in writing that its Umbrella or Excess Liability policy "follows form."