**ADDENDUM TO CONSTRUCTION CONTRACT**

This Addendum, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, is an integral part of that certain construction contract dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “***Contract***”), made by and between made by and between **THE EPISCOPAL CHURCH IN HAWAI‘I**, a Hawaii nonprofit corporation (“***Owner***”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Hawaii [nonprofit corporation] [unincorporated association] (“***Church***”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“***Contractor***”), for construction at [address where construction will take place]. Capitalized terms used in this Addendum, unless otherwise defined, shall have the meaning set forth in the Contract.

Owner, Church, and Contractor agree that the Contract is amended to include the following provisions:

1. **Parties**. Notwithstanding anything to the contrary contained in the Contract, all references to “Owner” shall mean The Episcopal Church in Hawai‘i.
2. **Installment Payments**. The parties hereby establish the schedule for payment of the sums due to Contractor for the work described in the Contract (the “***Contracted Amount***”). The Contracted Amount shall be paid as follows:

1. First Payment: The amount of $\_\_\_\_\_\_\_\_\_ [insert 50% of the total amount to be paid] upon execution of the Contract.

2. Final Payment: The amount of $\_\_\_\_\_\_\_\_\_ [insert 50% of the total amount to be paid] upon satisfaction of the conditions in Section C below.

1. **Final Payment**. The Church shall disburse the final payment of the Contracted Amount when the following conditions have been complied with:
2. The work described in the Contract has been completed to the reasonable satisfaction of Owner and/or the Church, as appropriate; and
3. Either (i) Contractor shall have provided Owner and the Church with unconditional lien releases from all contractors, subcontractors and materialmen for work performed in the form attached hereto and incorporated herein as **Exhibit “A”**; or (ii) forty-six (46) days shall have elapsed after Contractor shall have filed a notice of completion under Hawaii Revised Statutes Chapter 507, as amended, whichever is earlier.
4. **Insurance**. The Contractor shall maintain the following types and limits of insurance for the duration of the Agreement, subject to the terms and conditions set forth below and all policies shall name the Owner and the Church as additional insureds:
5. Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than $1,000,000.00 each occurrence and $2,000,000.00 general aggregate.
6. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than $1,000,000.00 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.
7. The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 1 and 2 above, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.
8. Workers’ Compensation at statutory limits.
9. Employers’ Liability with policy limits of not less than not less than $500,000.00.
10. Prior to commencement of work, Contractor shall provide certificates of insurance showing the required coverage set forth in this Section D.
11. **Indemnity.** Contractor shall defend, indemnify and hold harmless Owner and the Church, their respective successors, assigns, officers, employees and agents (collectively, “***Indemnitees***” ) from and against any and all claims, liabilities, loss, damages, fines, penalties or costs of any nature, including reasonable attorneys’ fees, whether by reason of death of or injury to any person or loss of or damage to any property or otherwise, arising out of or in any way related to the Work or undertaking performed pursuant to the Contract, or acts or omissions of Contractor, all subcontractors and vendors, or Contractor’s employees and agents. Contractor’s obligations under this Paragraph shall survive termination of the Contract.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;**

**SIGNATURES APPEAR ON THE FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the day and year first above written.

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  a Hawaii [nonprofit corporation] [unincorporated association]  By       Name       Its  By       Name       Its  “**Church**” | **The Episcopal Church in Hawai‘i**,  a Hawaii nonprofit corporation  By       Name       Its  By       Name       Its  “**Owner**”  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By       Name       Its  “**Contractor**” |

**Exhibit A**

**CONTRACTOR’S WAIVER OF LIEN**

Addressees: The Episcopal Church in Hawai‘i and [site of construction] whose address is [address where construction will take place]

Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“***Project***”)

Site: [address where construction will take place]

WHEREAS, the undersigned Contractor has been employed by **THE EPISCOPAL CHURCH IN HAWAI‘I**, a Hawaii nonprofit corporation and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Hawaii [nonprofit corporation] [unincorporated association] to furnish labor, materials, services and/or equipment for the Project and has received the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_/100 dollars ($\_\_\_\_\_\_\_\_.\_\_) [insert 50% of the total amount to be paid] as full and final payment for its work on the Project;

NOW THEREFORE, the Contractor hereby releases the Addressees, all other persons with an ownership interest in the Site, and the Site itself (the Site includes the land designated by the TMK numbers above, if any, and all improvements constructed thereon), from any and all liabilities, claims, bonds and mechanics and materialmen’s liens and lien rights which the Contractor has with respect to the Project on account of labor, materials, services and/or equipment furnished by or on behalf of the Contractor up to and including the date set forth below.

The Contractor shall immediately discharge any claim, claim of lien, application for lien and/or lien filed by any party in connection with labor, services, materials, and/or equipment furnished by or on behalf of the Contractor, its sub-contractors, and/or materialmen up to and including the date set forth below. The Contractor shall indemnify and hold the Addressees and all persons with an ownership interest in the Site and their respective subsidiaries, successors, assigns, agents, and representatives from and against any and all costs, damages and expenses (including court costs and attorneys' fees) resulting from or incidental to any such claim, application and/or lien.

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,  a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By       Name       Its  “**Contractor**” |  | Dated:  Address: [Contractor’s Address] |