

1. COVID-19 PROVISIONS.

- a.** Before commencing work at the WMKO Site, Contractor must provide WMKO with documentation of two certified negative or not detected COVID-19 test results for each employee, agent, contractor, manager, or other individual that will be conducting work on behalf of Contractor at the WMKO Site (collectively, "Contractor Staff"), with both tests taken within one week of travel to WMKO's facility. Documentation of at least one negative or not detected COVID-19 test result for each Contractor Staff must be provided to WMKO before Contractor Staff boards a flight to Hawaii. Documentation of the second COVID-19 test must be provided to WMKO prior to any work by Contractor at the WMKO site. The COVID-19 tests must have been conducted by a certified lab or service provider, and the COVID-19 test(s) must be approved by the U.S. Food & Drug Administration as safe and effective in determining whether an individual has COVID-19. Further, Contractor Staff must also comply with all State of Hawaii and Hawaii County travel rules, including but not limited to the rules documented here: <https://coronavirus-response-county-of-hawaii.hawaiicountygis.hub.arcgis.com/pages/travel>
- b.** Contractor agrees that Contractor, and Contractor Staff, are bound to, and must comply with, any policies and procedures adopted by WMKO related to workplace safety and COVID-19. Such policies and procedures will be provided to Contractor in advance of any work that is to be conducted at the WMKO Site.
- c.** WMKO reserves the right to deny access to the WMKO Site for any Contractor Staff that do not provide a certified negative or not detected COVID-19 test result in accordance with subsection (a) above or otherwise displays U.S. Centers for Disease Control and Prevention recognized symptoms of COVID-19. WMKO shall not be responsible for any financial loss to Contractor or time delays concerning the Work due to any enforcement of this subsection (c) by WMKO.
- d.** Contractor hereby releases and waives, and agrees to indemnify and hold WMKO harmless against, any and all claims against WMKO arising out of any employee, agent, contractor, manager, or other individual working on the WMKO Site on behalf of Contractor that contracts COVID-19 during the term of this Agreement.
- e.** In the event Contractor Staff is required by law to quarantine in the State of Hawaii, Contractor and WMKO will negotiate in good faith to apportion costs between the parties.