



STATE OF HAWAII
**CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS**

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, between _____ Department of Hawaiian Home Lands _____,
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its _____ Chairman, Hawaiian Homes Commission _____,
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707 _____
_____ and _____
("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
under the laws of the State of _____ Hawaii _____, whose business address and federal
and state taxpayer identification numbers are as follows: _____

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to _____ HHCA of 1920, as amended _____, the STATE
(Legal authority to enter into this Contract)
is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) _____ GOB, Section 30, Item 29.05 and Section 56, Act 49, SLH 2013, as amended by Act 53, SLH 2018
(Identify state sources)

or (2) _____
(Identify federal sources)

or both, in the following amounts: State \$ _____
Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number _____ IFB-19-HHL-009 ("IFB")* and the CONTRACTOR'S accepted bid both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

* and summarized in Attachment S-1

_____ DOLLARS
(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☒ is required to provide or ☐ is not required to provide: ☒ a performance bond, ☒ a payment bond, ☐ a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of _____ DOLLARS
One Thousand and 00/100
(\$ 1,000.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Jobie M. K. Masagatani

(Print Name)

Chairman, Hawaiian Homes Commission

(Print Title)

(Date)

CONTRACTOR

CORPORATE SEAL

(If available)

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: Contract for Goods or Services Based Upon
Competitive Sealed Bids

(Notary Stamp or Seal)

Notary Signature Date

NOTARY CERTIFICATION



STATE OF HAWAII

CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____



STATE OF HAWAII
SCOPE OF SERVICES

Project: Hoolehua Veteran and Homestead Resident's Center
Location: Hoolehua, Island of Molokai, Hawaii
Contractor: TBD

Pursuant to 103D, Hawaii Revised Statutes, the CONTRACTOR shall perform and provide the Scope of Services detailed in Invitation for Bids, IFB-19-HHL-009 and in CONTRACTOR's proposal submitted on March 22, 2019, in a proper and satisfactory manner as determined by the STATE and in accordance with all federal, state and local laws, both of which are incorporated by reference.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Project: Hoolehua Veteran and Homestead Resident's Center
Location: Hoolehua, Island of Molokai, Hawaii
Contractor: TBD

The State shall pay the CONTRACTOR a sum not to exceed _____ AND __/100 DOLLARS (\$_____) for the satisfactory completion of the work under this contract.



STATE OF HAWAII

TIME OF PERFORMANCE

Project: Hoolehua Veteran and Homestead Resident's Center
Location: Hoolehua, Island of Molokai, Hawaii
Contractor: TBD

1. The Time of Performance for this Contract shall be Three Hundred Sixty-Five (365) Calendar Days from the effective date specified in the Notice to Proceed, unless extended by delays excused by the STATE as documented in writing. The Notice to Proceed shall be issued by the STATE separately to the CONTRACTOR.
2. This Contract shall expire on the date on which the later of the following occurs:
 - (a) the State makes final payment to the CONTRACTOR in accordance with (1) paragraph 17(d) of the General Conditions (AG-008 103D General Conditions) and (2) no dispute between the parties hereto as to the Work or other obligations of the CONTRACTOR hereunder is outstanding, or
 - (b) the STATE issues a Final Acceptance letter to the CONTRACTOR.
3. The Contract expiration date is for administrative purposes only and not to be confused with the Time of Performance which refers to the time in which the CONTRACTOR is required to complete the work, or with any continuing obligations on the part of the CONTRACTOR.



STATE OF HAWAII

**CERTIFICATE OF EXEMPTION
FROM CIVIL SERVICE**

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

Jobie M. K. Masagatani

(Print Name)

Chairman, Hawaiian Homes Commission

(Print Title)

(Date)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII
SPECIAL CONDITIONS

Project: Hoolehua Veteran and Homestead Resident's Center
Location: Hoolehua, Molokai, Hawaii
Contractor: TBD

SC-01 INTERCHANGEABLE TERMS

The following terms are one and the same:

- a. "Contract" and "Agreement".
- b. "Department of Hawaiian Home Lands" "Department" "DHHL" and "STATE".
- c. "Construction Management" and "CM".

SC-02 INSURANCE COVERAGE

The CONTRACTOR shall obtain separate insurance coverage for this project that complies with the requirements set forth in the DHHL Construction General Conditions, Article 7, Section 7.3, as amended. Payment for all work required to comply with this item will not be paid for separately but shall be considered incidental to the various contract items.

CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this Contract. The policies of insurance maintained by CONTRACTOR shall provide the following minimum coverage:

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate Personal Injury: <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate
Automobile Insurance (covering all owned, non-owned and hired automobiles)	Bodily Injury: <u>\$1,000,000</u> per person and <u>\$1,000,000</u> per occurrence. Property Damage: <u>\$1,000,000</u> per accident or combined single limit of <u>\$2,000,000</u> .
Workers Compensation (statutory limit is required by laws of the State of Hawaii)	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the CONTRACTOR and, in case any sub-contractor fails to provide adequate similar protection for all his employees, to all employees of subcontractors.



STATE OF HAWAII
SPECIAL CONDITIONS

Builder's Risk covering the CONTRACTOR and all subcontractors	100% Replacement Value
Fire and extended coverage	100% Replacement Value
Malicious Mischief	100% Replacement Value
Flood Insurance, if applicable	Maximum Coverage available

- a. The State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents shall be named as additional insured with respect to operations, services or products provided to the State of Hawaii. CONTRACTOR agrees to provide to the DHHL, before the effective date of the Contract, certificate(s) of insurance necessary to evidence compliance with insurance provisions of this Contract. CONTRACTOR shall keep such insurance in effect and the certificate(s) on deposit with DHHL during the entire term of this Contract. Upon request by the STATE, CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of CONTRACTOR to provide and keep in force such insurance shall be regarded as a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract for default of CONTRACTOR.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability under this Contract or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.
- d. CONTRACTOR shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- e. DHHL is a self-insured State agency. CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by CONTRACTOR.
- f. The CONTRACTOR shall require all subcontractors to have in full force and effect the same insurance coverage as required of the CONTRACTOR. Such insurance shall name the State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents as additional insured with respect to operations, services or products provided to the State of Hawaii. The CONTRACTOR shall be responsible to enforce its subcontractors' compliance with these insurance requirements and CONTRACTOR shall, upon request, provide the STATE a copy of the policy or policies of insurance for any subcontractor.



STATE OF HAWAII

SPECIAL CONDITIONS

SC-03 COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before 365 calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

In case of failure on the part of the CONTRACTOR to complete the work within the time specified, the CONTRACTOR shall pay to DHHL as liquidated damages, and not as a penalty, \$1,000.00 per calendar day for each day that the project, in its entirety, remains incomplete.

SC-04 PROCESS THROUGH DHHL

Any and all submittals, reports, requests, claims and notices under the Contract shall be processed through Land Development Division Project Manager, at Hale Kalanianaʻole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707.

SC-05 SURVEYING SERVICES

Refer to DHHL General Condition 5.9.3.

The CONTRACTOR shall submit the name of the surveyor, who shall be licensed in the State of Hawaii and will be doing this work for it throughout the course of the project, to DHHL prior to beginning work at the site.

Upon request, DHHL shall provide subdivision plat maps to the CONTRACTOR to enable its surveyor to stake out the various work.

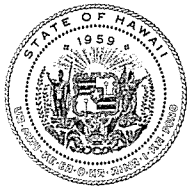
Property pins for the existing lots adjacent to the project site may remain intact and may be visible. However, DHHL makes no warranty that these existing pins are accurate or have not been disturbed.

The CONTRACTOR shall not disturb any existing property pins and is solely responsible for their replacement. The CONTRACTOR shall accurately replace any existing property pins disturbed or removed by it and shall certify that they have been re-installed in the correct locations at no cost to DHHL.

The CONTRACTOR and CONTRACTOR's Licensed Professional Land Surveyor shall provide a letter jointly certifying that all work, including the grading, were built to the lines and grades shown on the record drawings.

Except where specifically provided for in the proposal, all work necessary for, or related to surveying services shall be considered incidental to the various contract items.

Any surveying services required shall be the responsibility of the CONTRACTOR and considered incidental to the scope of work under this contract and therefore covered under the terms of this Contract. No separate payment shall be made.



STATE OF HAWAII

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Upon completion, the CONTRACTOR shall prepare an as-built plan for the project site in which the finished grades are certified by a Hawaii Licensed Professional Land Surveyor. Six (6) copies of the as-built plan shall be submitted to the Construction Manager and Project Manager. The cost of the as-built plan shall be incidental to the Contract. No separate payment shall be made.

The CONTRACTOR shall provide the metes and bounds for the area required to construct, access and maintain the Photovoltaic (PV) System, including but not limited to, the service access road, graded area, access aisles and any other area required to access, service and maintain the system. The metes and bonds shall be prepared by a Hawaii Licensed Professional Land Surveyor and submitted to DHHL within three (3) months of the issuance of the Notice to Proceed (NTP) for the PV System.

SC-06 ALLOWANCES

The proposal may contain payment items designated as allowances (i.e. mitigation of any inadvertent discovery of human remains). Funds listed in allowance items are to be spent at the direction of DHHL. The allowance is an estimate only and is subject to increase or decrease depending on the actual cost of the item. The funds are for the direct costs of an item and all pricing, submittal and review, overhead, installation, profit, insurance, surety, processing of the issuance of checks for payment to other parties, and all other costs will be included. No payment will be made for incidental costs.

Allowances specifically set aside for construction work and materials will be negotiated when the scope of work is determined. Any unspent allowance costs will be deducted from the Contract by change order prior to final payment.

SC-07 SCHEDULE OF VALUES

The CONTRACTOR shall submit a schedule of values in accordance with DHHL Construction General Conditions, Article 7.2.4 Schedule of Prices within fourteen (14) calendar days of the Notice to Proceed. The format and breakdown of the schedule of values shall be acceptable to DHHL.

The schedule of values shall show the work of each subcontractor and shall be based on installed work. No payment will be made until the CONTRACTOR has presented an acceptable schedule of values to DHHL. Performance and Payment Bonds costs shall be a separate line item and the cost shall be authenticated by surety invoice. All overhead and profit shall be prorated across all payment line items.

SC-08 PERMITS AND FEES

The CONTRACTOR shall apply and pay for all permits and inspection fees as required by all governmental agencies having jurisdiction over this project.

All work necessary to comply with this item will not be paid for separately but shall be considered incidental to the various contract items. No separate payment will be made.



STATE OF HAWAII

SPECIAL CONDITIONS

SC-09 COORDINATION WITH OTHER PARTIES

The CONTRACTOR shall coordinate all the necessary work for temporary utility services, permanent service and appurtenances with the appropriate agencies, including but not limited to the State Department of Transportation, the State Department of Health, the County of Maui (County) and Maui Electric Company (MECO).

The CONTRACTOR shall coordinate all the necessary work for maintaining water service to include disruption or restriction to water service, temporary utility services, permanent service and appurtenances with the Project Manager and appropriate agencies, including but not limited to DHHL for potable water, and the Molokai Fire Department for fire protection.

The CONTRACTOR shall request, coordinate and schedule all inspections during construction, including but not limited to preliminary, pre-final, and final inspections, by all necessary government agencies having jurisdiction or vested interests over or in any and all elements of the project.

All work necessary to comply with this item shall be considered incidental to the various contract items. No separate payment will be made.

SC-10 CONTRACTOR'S LICENSING

It is the CONTRACTOR's sole responsibility to review the requirements of this project and determine the appropriate contractor's licenses that are required to complete the project. If the CONTRACTOR does not hold all of the licenses required to perform a particular item of work on this project with its own workers, when bidding, he must list subcontractors that hold the appropriate licenses in its proposal.

SC-11 WATER CHARGES AND REQUIREMENTS

DHHL will make reasonable quantities of potable water available for the CONTRACTOR use at no cost to the CONTRACTOR. CONTRACTOR shall coordinate and obtain authorization for the water supply point(s) and amounts of water required with the Project Manager. Contractor shall furnish, install, and maintain a temporary flow meter at the supply point as accepted by the Project Manager. Flow meter shall be calibrated as accepted by the Project Manager. Contractor shall provide weekly reports of water usage to the Project Manager.

SC-12 SOIL AND DUST CONTROL

To control the dust during construction, the CONTRACTOR shall have an adequate supply of water for dust control and if necessary, moisture conditioning of fill material at all times. The CONTRACTOR shall institute an erosion control program and dust control program to minimize soil erosion and wind erosion and airborne fugitive dust nuisance, respectively for the entire duration of this project.



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SC-13 NPDES PERMITS

DHHL will submit an NPDES Permit application to the Department of Health. Authorization to proceed with clearing, grubbing or grading work will not be granted until the permit is approved.

The CONTRACTOR agrees to schedule and sequence his operations to take all of the foregoing into account along with the requirements of DHHL General Condition 7.21.4 shall govern in the event of any delay(s) in DHHL obtaining approvals for these NPDES permits.

The CONTRACTOR shall provide the Consultant with the additional pertinent information required for preparation of the site-specific Best Management Practices (BMPs) Plan, and the Solid Waste Disclosure Form for Construction Sites for this project.

SC-14 NOTIFICATION OF WORK

The CONTRACTOR shall notify the Project Manager, and give a minimum of five (5) working days' notice before starting any work. The CONTRACTOR shall notify the Project Manager a minimum of five (5) working days prior to start of any critical activities including, but not limited to, activities impacting noise, access, and air quality.

SC-15 EXISTING OCCUPIED LOTS

The CONTRACTOR shall provide and maintain continuous vehicular access and utility service (water, telephone and electrical) to the various occupied lots within and surrounding the project for the duration of construction and to the satisfaction of the Project Manager. The CONTRACTOR shall identify, locate and protect all utility services to these lots prior to any construction activity.

The CONTRACTOR shall provide safe and convenient access to these lots at all times to the satisfaction of the Project Manager. The CONTRACTOR shall also coordinate any temporary utility services with the proper utility companies. The CONTRACTOR shall pay all utility installation charges and fees to any utility company for any temporary utility connections.

SC-16 FINAL INSPECTION

Throughout the construction period, the work may be subject to periodic inspection by DHHL, the Construction Management (CM) Inspector, the Department of Health, the County and other applicable government agencies. Once work has been satisfactorily completed, the County, accompanied by DHHL and CM Inspector, will make the final inspection of the work to determine whether all work has been done in complete compliance with the requirements of the plans and these specifications.

The CONTRACTOR shall therefore schedule the final inspection with the County, Department of Health, Department of Transportation and the CM Inspector, and notify the DHHL Project Manager two weeks prior to the final inspection.



STATE OF HAWAII

SPECIAL CONDITIONS

Neither the scheduling nor the conduct of the aforementioned final inspection shall be deemed a waiver of DHHL's right to subsequently require CONTRACTOR to complete all unfinished or defective work to the satisfaction of DHHL.

SC-17 GENERAL CONDITIONS

In the event of conflicts and/or discrepancies, the DHHL Construction General Conditions shall govern over Form AG-008, 103D General Conditions (eff. 10/17/13).

SC-18 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

CONTRACTORS are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions 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.

SC-19 CONTRACTOR'S DAILY REPORT

The CONTRACTOR shall submit a daily report electronically, for DHHL review. The report shall include:

1. Date
2. Weather
3. Activity at the site for the CONTRACTOR
 - a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
 - b. Equipment
 - c. Materials delivered
 - d. Work performed
4. Activity at the site for subcontractors
 - a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
 - b. Equipment
 - c. Materials delivered
 - d. Work performed
5. Visitors to the site – Construction Manager, Inspectors, etc.
6. Problems or Questions (including suggested resolutions, if any)
7. Safety report status
8. Quality control report status

SC-20 APPRENTICESHIP AGREEMENT PREFERENCE – CONTRACTOR'S RESPONSIBILITY

1. For the duration of the contract awarded utilizing the Hawai'i Apprenticeship Preference, the CONTRACTOR shall certify each month that work is being conducted on the project, that it continues to be a participant in the relevant apprenticeship program for each trade it employs.



STATE OF HAWAII

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2. Monthly certification shall be made on *MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Monthly Certification Form 2)* prepared and made available by the DLIR. *Monthly Certification Form 2* shall be a signed original by the respective apprenticeship program sponsor's authorized official, and submitted by the CONTRACTOR with its monthly payment requests. *Monthly Certification Form 2* is available on the DLIR website at: <http://hawaii.gov/labor/wdd>
3. Should the CONTRACTOR fail or refuse to submit its monthly certification forms, or at any time during the construction of the project, cease to be a party to a registered apprenticeship agreement for each apprenticeable trade the CONTRACTOR employs, the CONTRACTOR will be subject to the following sanctions:
 - a. Withholding of the requested payment until the required form(s) are submitted;
 - b. Temporary or permanent cessation of work on the project, without recourse to breach of contract claims by the CONTRACTOR; provided the DHHL shall be entitled to restitution for nonperformance or liquidated damages claims; or
 - c. Proceed to debar pursuant to HRS §103D-702.
4. If events such as "acts of God," acts of a public enemy, acts of the State or any other governmental body in its sovereign or contractual capacity, fires, floods, epidemics, freight embargoes, unusually severe weather, or strikes or other labor disputes prevent the CONTRACTOR from submitting the certification forms, the CONTRACTOR shall not be penalized as provided herein, provided the CONTRACTOR completely and expeditiously complies with the certification process when the event is over.

SC-21 FEDERAL LABOR STANDARDS

The CONTRACTOR and its subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). CONTRACTOR and its subcontractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the wage determination made by the Secretary of Labor. CONTRACTOR and its contractors shall also pay wages not less than once a week.

SC-22 ENERGY EFFICIENCY

The CONTRACTOR and its subcontractors shall comply with the Energy Policy and Conservation Act (P.L. 94-163) and all mandatory State and County standards and policies relating to energy efficiency.



STATE OF HAWAII

SPECIAL CONDITIONS

SC-23 COPELAND "ANTI-KICKBACK" ACT

The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that CONTRACTOR or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled.

SC-24 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Developer and its subcontractors shall to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

SC-25 CONTRACT WORK HOURS AND SAFETY STANDARDS

Developer and its subcontractors shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

SC-26 EQUAL EMPLOYMENT OPPORTUNITY

Developer and its subcontractors shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," incorporated herein by reference.

SC-27 INADVERTENT DISCOVERY OF HUMAN BURIALS

Although not expected, in the event human burials are inadvertently discovered, the CONTRACTOR shall immediately stop work in the vicinity of the burial and contact the following parties and agencies immediately: State Historic Preservation Division (SHPD), DHHL, Office of Hawaiian Affairs (OHA) and the Maui - Lanai Islands Burial Council.

The discovery of human remains should not prevent the contractor from working on other areas at the work site.

DHHL may provide the CONTRACTOR with a Supplemental Agreement for additional time added to the CONTRACTOR's performance schedule for the mitigation of any inadvertent discovery of human remains per the DHHL Construction General Conditions, sections 7.21.5 through 7.21.5.4.



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An allowance item of \$100,000 for required mitigation of inadvertent discovery of human burials is included in the payment provisions of the contract, for CONTRACTOR'S time and materials as needed. Funds listed in allowance items are to be spent at the direction of DHHL. The allowance is an estimate only and is subject to increase or decrease depending on the actual cost of the item. The funds are for the direct costs of an item and all pricing, submittal and review, overhead, installation, profit, insurance, surety, processing of the issuance of checks for payment to other parties, and all other costs will be included. No payment will be made for incidental costs.

The CONTRACTOR shall provide unit cost prices for the mitigation work, and time and materials will be negotiated when the scope of work is determined. No work shall be performed by the CONTRACTOR without prior written authorization from DHHL. Any unspent allowance costs will be deducted from the Contract by change order prior to final payment.

SC-28 **ARCHEOLOGICAL MONITORING PLAN, ARCHEOLOGICAL MONITOR, AND ARCHEOLOGICAL MONITORING REPORT**

An Archaeological Monitoring Plan (AMP) has been prepared for the project and is attached. Archaeological sites within the vicinity of the project area have been identified and the CONTRACTOR shall comply with all requirements contained within the AMP. The CONTRACTOR should be aware that additional archaeological sites may be encountered during the construction of this project. If the CONTRACTOR encounters a potential archaeological site during construction, he shall immediately cease all operations in the area and contact the Project Manager

Keala Pono Archaeological Consulting, LLC, prepared the Project's Archeological Monitoring Plan (AMP) to be implemented, referenced, and enforced during construction activities.

The CONTRACTOR is responsible for implementing the plan, conducting all work in accordance with the AMP. The CONTRACTOR shall also be responsible for contracting with an approved and licensed/certified archeological consulting firm to conduct the fieldwork and monitoring required as part of the plan. Such firm will fulfill the role of the Archeological Monitor as required by the AMP. The Archeological Monitor shall have the ability and authority to halt work if necessary, should the presence of human burials be discovered or may be reasonably expected or anticipated by the Archeological Monitor. Work shall not resume until conditions are satisfactory to the Archeological Monitor, if human burials are sufficiently avoided or protected.

The CONTRACTOR, however, will be completely responsible for their own, and their subcontractor's, work, and ensure that the requests of the Archeological Monitor are met in a timely and efficient manner.



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The CONTRACTOR is also responsible for ensuring that the Archeological Monitor prepares and submits an Archeological Monitoring Report (AMR) to DHHL and the appropriate agencies, including but not limited to State Historic Preservation Division (SHPD), the Office of Hawaiian Affairs (OHA), and the Maui - Lanai Islands Burial Council. The AMR will be prepared to the satisfaction of DHHL and the other approving agencies.

The cost for the Archeological Monitor to perform the required fieldwork and monitoring, as well as the cost to prepare, submit, and process the AMR, will be the responsibility of the CONTRACTOR and will be considered incidental to the contract cost and scope of work. This cost shall be in the contract bid amount. No separate payment shall be made.

SC-29 CERTIFICATION

The CONTRACTOR and CONTRACTOR's Hawaii Licensed Professional Land Surveyor shall jointly certify the finish elevation(s) of any new work, referenced to mean sea level (MSL).

SC-30 GEOTECHNICAL ENGINEER

The services of a geotechnical engineering firm will be retained by CONTRACTOR. The CONTRACTOR shall notify the Project Manager and the Construction Manager whenever the geotechnical engineering firm's presence is needed at the site. The geotechnical engineer shall be present to observe site grading and other work concerning excavation, placing and compacting soil materials, and to take field density tests. Also, the geotechnical engineer shall perform laboratory testing of all imported soils or on-site soils to determine its acceptability for its intended use as select material or general fill material. The geotechnical engineer shall compile the daily observations, test data, test results and recommendations into a weekly submittal to the Construction Manager. The geotechnical engineer shall ensure that the geotechnical work complies with the specifications and drawings.

Upon completion of the grading operation, the geotechnical engineer shall provide the information needed to complete the "Grading Report" as required by the Maui County Code Section 20.08.250. As a minimum, six (6) copies of compaction data with 11"x17" location map, moisture content at the time of compaction, and certification letter (stamped and signed by a licensed engineer in the State of Hawaii) that the work was done in conformity to the specifications. The geotechnical engineer is considered incidental to the project and will not be paid separately.



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SC-31 STRUCTURAL ENGINEER

The services of a Hawaii Licensed Professional Structural Engineer will be retained by CONTRACTOR. The CONTRACTOR shall notify the Project Manager and the Construction Manager whenever the Structural Engineer's presence is needed at the site. The Structural Engineer shall be present to observe foundation work, construction of the new water tank and retaining walls. The Structural Engineer shall compile the daily observations, test data, test results and recommendations into a weekly submittal to the Construction Manager. The geotechnical engineer shall ensure that the structural work complies with the specifications and drawings. The structural engineer is considered incidental to the project and will not be paid separately.

SC-32 SAMPLING AND TESTING

The CONTRACTOR shall retain the services of a geotechnical engineering firm and/or certified testing laboratory to perform sampling and testing as called for by this Contract. Testing for water quality shall be by a State Department of Health certified laboratory. Sampling and testing shall include materials testing and field testing as required. Sampling and testing shall be as required by the Contract to include but not limited to the following:

1. Concrete compressive strength and slump in laboratory and field tests per the Water System Standards
2. Microbiological tests for pipeline and tank disinfection

Cost for this work shall be considered included in the contract bid amount. The geotechnical engineer is considered incidental to the project and will not be paid separately. No separate payment shall be made.

SC-33 FIRE PREVENTION PLAN

The site is dry and subject to fires. As such, the CONTRACTOR shall prepare a Comprehensive Fire Prevention Plan, post the regulations clearly at the site and enforce the plan.

Prior to the start of any work, the CONTRACTOR shall prepare and file written fire contingency plans with the Project Manager for review and acceptance.

A Fire Contingency Plan shall be prepared for the work. The Plan shall incorporate the following features as a minimum:

1. Communication System. Prior to any on-site actions the CONTRACTOR shall establish a communications system capable of reaching local emergency services. The job supervisor or his designee must carry a cellular telephone at all times. Communications linkages must be maintained with all emergency services until completion and acceptance of the work covered by this contract.



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2. Development of a Firefighting Plan. The CONTRACTOR will be responsible to maintain fire control at all times. The CONTRACTOR shall establish an organization for firefighting, to include personnel training, equipment, and procedures. Elements of the plan will include, as a minimum:
 - a. Providing two trained personnel to operate a water tanker. These personnel will be given work assignments that always place them in the immediate area of construction and with immediate access to the tanker upon notice of suspicion of fire.
 - b. Ensuring that the tanker personnel receive, and certify in the Fire Contingency Plan that they have received, the following:
 - Training in Tanker Operation Instruction in priority contact with Hawaii County Fire Department, the CONTRACTOR's job supervisor, the Hawaii County Office of Civil Defense, DLNR-DOFAW (Hilo Office) and the Project Manager.
 - Identification and knowledge of the location(s) of nearest water source(s) for filling tanker.
 - Training in the recognition, prevention and correction of fire hazards.

The CONTRACTOR shall not commence with any clearing and grubbing until DHHL has accepted the Fire Contingency Plan and notified the CONTRACTOR that he may proceed. This work, including preparation, submittal, filing, and processing the Fire Contingency Plan for DHHL acceptance, and all labor, materials and equipment necessary for its implementation throughout the duration of the contract shall be paid for under the lump sum item indicated in the proposal.

SC-34 FIELD OFFICE

The CONTRACTOR shall provide a field office for exclusive use and entry of the Construction Manager and DHHL personnel, or their representatives, at a location approved by the Project Manager within the Project limits. It shall be available within thirty (30) calendar days after the Notice to Proceed date of the Contract.

The field office shall:

1. Be separated by a soundproof wall if it adjoins the CONTRACTOR'S office.
2. Have security measures (i. e., window bars) to discourage illegal entry into the field office and theft and vandalism of the contents.
3. Be weatherproof.
4. Have a minimum gross floor area of 45 feet by 12 feet.
5. Have a monitored wireless security alarm system.
6. Have an aggregate window area not less than 10 percent of the floor area.
7. Have two exterior doors with a keyed cylinder type lock.



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8. Be furnished with a conference room table with sufficient chairs, one plan rack holding a minimum of 10 sets of plans, two new executive desks of minimum 36 inch x 72 inch size, two new executive type black chairs, one new 3-tier shelf with each tier a minimum of 13 inches high and 12 inches deep, one broom, telephone service, electric lighting, one new 4-drawer (legal size) file cabinet, one facsimile machine with automatic document feeder, hot/cold bottled drinking water dispenser unit, bottled water delivery service, and sewer system (as necessary).
9. Window-type air conditioning unit(s) capable of keeping the field office at 76°F. or cooler.
10. Have three telephone exchange lines to the field office. One line shall be dedicated for a facsimile machine. One exchange line for telephone, complete with 2-line handsets with touch-tone and call forwarding capability. The third telephone exchange line shall be dedicated to modem/e-mail.
11. Have a high-speed cable or DSL modem with wireless capability compatible with the internet service account. CONTRACTOR to pay for internet services.
12. Be provided with potable water service, water closet, lavatory, paper towels, toilet paper, paper cups, and soap. If the office cannot be equipped with a water closet and lavatory, the CONTRACTOR shall make other arrangements to provide such facilities for the Construction Management personnel as approved by the Project Manager.
13. Be provided with electrical service and lighting.

At the discretion of the Project Manager: 1) the field office may be located outside of the Project limits; and 2) the above requirements for the field office may be reduced.

The CONTRACTOR shall maintain the field office in good repair and clean and sanitary condition and shall provide disposable items (paper towels, toilet paper, paper cups, soap, etc.) to the satisfaction of the Project Manager throughout the duration of the Project. Should the Project Manager, in his judgment, feel that the office is not being adequately maintained, operated or repaired, partial or full retention of the CONTRACTOR'S monthly progress payment may be enforced until such inadequacies are corrected.

The field office, equipment, and telephone shall be maintained in good repair and in a clean and sanitary condition by the CONTRACTOR until final payment or an earlier date as determined by the Project Manager. The ownership of the field office and equipment shall remain with the CONTRACTOR and shall not be removed until instructed by the Project Manager.

Payment for furnishing and maintaining the Project field office, equipment, furnishings, supplies, and all appurtenances shall be made at the lump sum price bid as provided for in the Proposal Schedule.



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SC-35 STANDARD SPECIFICATIONS

The "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2005, State of Hawaii and all applicable updates is by reference incorporated herein and made a part of these specifications. The term "Standard Specifications" used hereinafter refers to this "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2005." Copies of the Standard Specifications are available for purchase from State of Hawaii, Department of Transportation, Highways Division.

SC-36 STANDARD DETAILS

The "STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, September 1984", as amended of the Departments of Public Works, County of Kauai, County of Maui, County of Hawaii and City and County of Honolulu, of the State of Hawaii, is by reference incorporated herein and made a part of these specifications. The term "Standard Details" used hereinafter refers to this "STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, September 1984." Copies of the Standard Details are on file and may be inspected at the Division of Purchasing during regular business hours of the City and County of Honolulu.

The work embraced herein shall be done in accordance with the Standard Details insofar as they may apply.

SC-37 WATER SYSTEM SPECIFICATIONS

The "WATER SYSTEM STANDARDS," State of Hawaii, dated 2002, and all subsequent amendments and additions, are by reference incorporated herein and made a part of these contract documents. The work embraced herein shall be performed by the CONTRACTOR in accordance with the "WATER SYSTEM STANDARDS," and the various sections of the Special Conditions.

The term "Water System Standards" used in these contract documents refers to the "WATER SYSTEM STANDARDS" State of Hawaii, dated 2002, and all subsequent amendments and additions.

SC-38 EARTHWORK QUANTITIES

Prior to any grading operations, the CONTRACTOR shall submit to the Project Manager a list of estimated quantities for excavation and embankment. The CONTRACTOR shall also estimate a reasonable percentage for loss/shrinkage and percentage of unsuitable excavated materials. The percentages shall be updated as the grading work progresses. The CONTRACTOR is responsible for disposal of all excavated material offsite. Borrow material shall not be imported until all excavation work is completed and authorized by the Project Manager.



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SC-39 CONSTRUCTION YARD AND RIGHT-OF-ENTRY

CONTRACTOR'S staging area may be located on site, as approved by the Construction Manager. Should the staging area measure more than 1 acre, the CONTRACTOR will be responsible to apply for and obtain a National General Permit Coverage (NGPC) for Storm Water Associated with Construction Activities from the State Department of Health, Clean Water Branch, including associated fees, before starting any work.

Access to the project site will be from 2200 Farrington Avenue.

SC-40 COUNTY OF MAUI INSPECTION

All work within the proposed project site and any County maintained easements and roadways shall be inspected and approved by the applicable agencies of the County of Maui. The CONTRACTOR shall make arrangements directly with the appropriate agencies to arrange for inspection of work. All work and/or fees necessary to comply with this item shall be considered incidental to the various Contract items. No separate payment shall be made.

SC-41 STATE GENERAL EXCISE TAX

This project is not exempt from the State of Hawaii General Excise Tax. The CONTRACTOR's prices shall include the General Excise Tax for all work.

SC-42 CONSTRUCTION PHASING

The CONTRACTOR shall prepare and submit to the Project Manager, prior to start of field construction work, a construction phasing plan that outlines and describes the work scope and sequence, in order to maintain public access with minimal interruption and restriction to usage. Plan shall describe all planned phases of work to include estimated times and durations. Measures to maintain access may include and are not limited to: creating separate areas of work and sequencing and phasing work on specific areas in lieu of closing off the entire site, and construction fencing.

Notification to include lead times for notification to public and governmental service agencies shall be identified and scheduled.

The CONTRACTOR shall preform all excavation, earthwork, demolition and clearing or grubbing, or any other land disturbing activities within a three (3) week continuous period to be identified by the CONTRACTOR and approved by the Project Manager. Limiting the timeframe of the land disturbing activities will assist with limiting the cost associated with the Archeological Monitor and the required fieldwork and reporting requirements.

Should land disturbing activities require additional time, the CONTRACTOR shall be responsible for any additional costs incurred for the Archeological Monitor, fieldwork and reporting for the AMR. This cost shall be considered part of the contract bid amount. No separate payment shall be made.



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DHHL will not provide additional time to the CONTRACTOR or the CONTRACTOR's performance schedule should land disturbing activities exceed the time duration identified in this condition.

The CONTRACTOR shall coordinate the construction plans as well as the development of the construction phasing plan with the Project Manager.

SC-43 RESTORATION OF DHHL PROPERTY

Any areas cleared or graded by the CONTRACTOR for field office(s), staging or storage operations located in DHHL lots shall be backfilled to the original (or finished) elevations, slopes and grades (shown on the plans) and/or graded to provide proper drainage prior to the completion of the project. The backfilled areas shall be covered with a 2-inch layer of topsoil and immediately grassed.

SC-44 FINAL SETTLEMENT OF CONTRACT

The following shall be made additional conditions of compliance with DHHL Construction General Condition 7.33:

1. The CONTRACTOR shall coordinate with all government agencies and utility companies on behalf of DHHL to obtain letter(s) from each respective government agency or utility company indicating that acceptance of the contract work for the project has been granted to DHHL. Copies of the letters shall be submitted to DHHL.
2. Signature, execution, and return of the "Record Drawing" Title tracings.

Payment for all work required to comply with the above items will not be paid for separately but shall be considered incidental to the various contract items.

SC-45 SHOP DRAWINGS AND OTHER SUBMITTALS

The CONTRACTOR is required to submit a complete list of shop drawings and other submittals to the Construction Manager, for DHHL and the consultant team's review, by one week after the notice to proceed (NTP) is given, or at the pre-construction meeting, whichever comes first.

The CONTRACTOR is then required to submit all submittals and shop drawings that are listed within ONE MONTH after the notice to proceed is given. The CONTRACTOR will not be given schedule or cost considerations for delay of materials if shop drawings or submittals are not submitted by this time.

SC-46 AS-BUILT DRAWINGS / RECORD DRAWINGS

As-Built Drawings:

The CONTRACTOR shall provide as-built drawings. The As-Built drawings shall show the actual construction so that any future renovations or tie-ins can be anticipated accurately.



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The CONTRACTOR shall record all deviations from the drawings that were authorized by the Project Manager onto the copy of the field plans. The changes shall be recorded immediately after they have been constructed in place to assure they are recorded before they are forgotten.

The CONTRACTOR shall record the changes onto the field office plans using a red pencil. The CONTRACTOR shall stamp, sign and date each sheet of the field office plans. The stamp shall contain the words: "AS-BUILT DRAWINGS" and include a statement signed by the CONTRACTOR certifying that the drawings on the sheet accurately and completely reflect and show the actual as-built construction. The stamp format and wording shall be submitted to the Project Manager for prior approval.

The CONTRACTOR shall submit the marked-up field office plans for the project, stamped, signed and dated, to the Project Manager after the improvements for each respective portion of the project have been completed.

Record Drawings:

All changes shown on the As-Built drawings will be recorded on the original tracings, which will then become the Record Drawings. The Consultant(s) shall be responsible for preparing the Record Drawings. The Consultant(s) shall stamp, sign and date the Title Sheet tracing of the Record Drawings. The stamp shall contain the words "Record Drawings."

The CONTRACTOR shall review the changes made and certify the Record Drawings by signing and dating the Record Drawing Title Sheet tracing where indicated. Any deviations from the plans determined by the Project Manager to missing from, incomplete, or inaccurately drawn on the As-Built Drawings shall be corrected on the Record Drawing tracings by the State and the CONTRACTOR shall be charged for the services. The State will keep a record of the associated cost impacts and deduct them from the Contract price.

Payment for all work required to comply with this item will not be paid for separately but shall be considered incidental to the various Contract items.

SC-47 CONSTRUCTION MANAGER AND ENGINEER INSPECTIONS

The DHHL will engage the Engineer and a Construction Manager (CM) for limited construction or full observation to supplement the inspections performed by the State and County.

CM's and Engineer's authority shall be as described in DHHL Construction General Condition 5.4.