ARTICLE V – CONTROL OF WORK

5.1 Authority.

(a) Authority of the Engineer. The Engineer is the representative of the Department who will make decisions on all questions that may arise regarding the contract, such as, but not limited to:

(1) Interpretation of the contract documents.

(2) Acceptability of the materials furnished and work performed.

(3) Manner of performance and rate of progress of the work.

(4) Acceptable fulfillment of the contract on the part of the Contractor.

(5) Compensation under the contract.

The Engineer’s decisions on questions, claims, and disputes will be final and conclusive subject to Section 7.16 Disputes and Claims.

The Engineer may delegate specific authority to act for the Engineer to a specific person or persons. Such delegation of authority shall be established in writing and shall become effective upon delivery to the Contractor.

(b) Authority of the Inspectors. Inspectors, as a representative of the Engineer or other agencies, will inspect the work done and materials furnished. Such inspection may extend to the preparation, fabrication, or manufacture of the materials to be used. The Inspector does not have the authority vested in the Engineer unless specifically delegated in writing.
The Inspector may not alter or waive the provisions of the contract, issue instructions contrary to the contract, or act as agent or representative of the Contractor.

Failure of an Inspector, at any time, to reject non-conforming work shall not be considered a waiver of the State’s right to require work in strict conformity with the contract documents as a condition of final acceptance.

(c) Authority of the Consultant and Construction Manager. The State may engage Consultants and Construction Managers to perform duties in connection with the work. Such retained consultants and construction managers shall have no greater authority than an inspector except to the extent delegated in writing by the Engineer.

(d) Notices to the State. Any written notice to be given to the State or the Department shall be either:

(1) Delivered in person to the Engineer or his delegated rep,

(2) Mailed to the Engineer or his delegated rep at the address or addresses as directed in writing by the Engineer or, in the absence of written direction, to the address of the State or Department appearing on the contract, or

(3) By electronic transmission such as email, to the email address or addresses as directed in writing by the Engineer.

5.2 Submittals. The contract contains the description of various items that the Contractor must submit to the Engineer for review and acceptance. The Contractor shall review all submittals for correctness, conformance with the requirements of the contract documents, and completeness before submitting them to the Engineer. The submittal shall indicate the contract items and
specifications subsections for which the submittal is provided. The submittal shall be legible and clearly indicate what portion of the submittal is being submitted for review. The Contractor shall provide six copies of the required submissions at the earliest possible date.

Failure to furnish acceptable submittal(s) may result in the suspension of payments due the Contractor.

The Contractor shall not add onto the submittal(s) any conditions or disclaimers that conflict with the contract requirements.

5.3 Shop Drawings.

(a) Shop Drawing Requirements. The Contractor shall prepare, thoroughly check, approve, and submit all shop drawings to the Engineer for review. Whenever possible, electronic files, in a format designated by the Engineer, shall be submitted with the hard copies. The Contractor shall indicate its approval by stamping and signing each submittal of shop drawing. Any shop drawing submitted without being reviewed, stamped, and signed will be returned as an incomplete submittal, and any delay caused thereby shall be the Contractor’s responsibility.

All drawings which require an engineering stamp shall be stamped by professional engineers licensed in the State of Hawaii. Unless otherwise noted in the contract documents, shop drawings shall indicate, in detail, all parts of an item of work, including erection and setting instructions and engagements with work of other trades or other separate contractors. Shop drawings for structural steel, millwork, pre-cast concrete and falsework, formwork or centering with heights of 40 feet or more, or open spans of 20 feet or more shall consist of calculations, fabrication details, erection drawings, and other shop drawings necessary to show the details, dimensions, sizes of members, anchor bolt plans,
insert locations and other information necessary for the complete fabrication and erection of the structure to be constructed. Shop drawings shall also include stress sheets, drawings, bending diagrams for reinforcing steel, and plans for erection, falsework, framework, cofferdam, and other items or such other similar data required for the successful completion of the work.

All shop drawings, as required by the contract or as determined by the Engineer to be necessary to illustrate details of the work, shall be submitted to the Engineer with such promptness as to cause no delay in the work or the work of any other Contractor. Delay caused by the failure of the Contractor to submit shop drawings on a timely basis to allow for review, possible resubmittal, and acceptance will not be considered as a justifiable reason for a contract time extension. Contractor, at its own risk, may proceed with the work affected by the shop drawings after they are submitted but before receiving acceptance. The State shall not be liable for any increase in contract price or contract time required for the correction of work done without the benefit of accepted shop drawings.

The Contractor shall not make changes to the accepted shop drawings without submitting a written request to the Engineer and receiving and reviewing a written acceptance of the change by the Engineer.

By approving and submitting shop drawings, the Contractor thereby represents that it has determined and verified all field measurements and field construction criteria, or will do so, and that it has checked and coordinated each shop drawing with the requirements of the work and the contract documents. When shop drawings are prepared and processed before field measurements and field construction criteria can be or have been determined or verified, the Contractor shall make all necessary
adjustments in the work or resubmit further shop drawings, all at no
increase in contract price or contract time.

The shop drawing submitted must be accompanied by a transmittal
giving a list of the titles and numbers of the drawings. Each series shall
be numbered consecutively for ready reference, and the submittal shall be
marked with enough information to identify itself including date; project
name and number; name of the submitting Contractor or subcontractor;
revision number and revision box, which gives the date of the revision and
what the revisions changed.

The size of the sheets that shop drawings are prepared on shall be
appropriate to suit the drawing being presented so that the information is
clearly and legibly depicted. The Engineer will determine what size is
appropriate.

When required by the contract, the Contractor shall submit to the
Engineer descriptive sheets such as brochures, catalogs, and illustrations,
which will completely describe the material, product, equipment, furniture,
or appliances to be used in the project as shown in the drawings and
specifications and indicate such conformity by marking, or stamping, and
signing each sheet.

(b) Submittal for Deviations and Variances. The Contractor shall
include, with the submittal, written notification clearly identifying and
summarizing all deviations or variances from the contract drawings,
specifications, and other contract documents. The variances shall also be
clearly indicated and marked as “Variance” on the shop drawing,
descriptive sheet, and material sample or color sample. Failure to so
notify of and identify such variance shall be grounds for rejection of the
related work or materials, notwithstanding that the Engineer accepted the
submittal. If the variances are not acceptable to the Engineer, the
Contractor will be required to furnish the item as specified or indicated on the contract documents at no increase in contract price or contract time.

5.4 Review and Acceptance Process. The Engineer will complete the review of the submittal within 30 days from the date of receipt unless a different review time is established by the contract documents. The Engineer will advise the Contractor, in writing, as to the acceptability of the submittal. Should the Engineer partially or totally reject the submittal, the Contractor shall modify the submittal as required by the Engineer and resubmit the item within 15 days. At this time, the review and acceptance cycle described above shall begin again. The review and acceptance cycle shall begin again, as described above, each time the submittal is returned to the Contractor for modification. If the volume of the shop drawings submitted at any time for review is unusually large, the Contractor shall inform the Engineer of its preferred order for reviews, and the Engineer will use reasonable efforts to accommodate the Contractor’s priority.

The acceptance by the Engineer of the Contractor’s submittal relates only to their sufficiency and compliance with the intention of the contract. Acceptance by the Engineer of the Contractor’s submittal does not relieve the Contractor of any responsibility for accuracy of dimensions, details, quantities and proper fit, and for agreement and conformity of submittal with the contract drawings and specifications. Nor will the Engineer’s acceptance relieve the Contractor of responsibility for variance from the contract documents unless the Contractor, at the time of submittal, has provided notice and identification of such variances required by this section. Acceptance of a variance shall not justify a contract price or time adjustment unless the contractor requests such adjustment at the time of submittal, and the adjustment is explicitly agreed to in writing by the Engineer. Any such request shall include price details and proposed scheduling modifications. Acceptance of a variance is subject to all contract terms, stipulations, and covenants and is without prejudice to any and all rights under the surety bond.
If the Engineer returns a submittal to the Contractor that has been rejected, the Contractor, so as not to delay the work, shall promptly make a resubmittal conforming to the requirements of the contract documents and indicating in writing on the transmittal and the subject submittal what portions of the resubmittal have been altered in order to meet the acceptance of the Engineer. Any other differences between the resubmittal and the prior submittal shall also be specifically described in the transmittal.

No mark or notation made by the Engineer on or accompanying the return of any submittal to the Contractor shall be considered a request or order for a change in work. If the Contractor believes any such mark or notation constitutes a request for a change in the work for which it is entitled to an adjustment in contract price, contract time, or both, the Contractor must follow the procedures established in Section 4.2 Changes or lose its right to claim for an adjustment.

5.5 Interpretations of the Contract Documents; Conflicts and Ambiguity.
The contract documents are complementary. Any requirement occurring in one document is as binding as though occurring in all. A stricter requirement, as determined by the Engineer, prevails over any less strict requirement. The stricter requirement will be the requirement that provides the greater product life, durability, strength, and function.

The Contractor shall not take advantage of any apparent error or omission in the contract documents. The Contractor shall carefully study and compare the contract documents with each other, with field conditions, and with the information furnished by the State and shall immediately report to the Engineer errors, conflicts, ambiguities, inconsistencies, or omissions discovered. Should an item not be sufficiently detailed or explained in the contract documents, the Contractor shall report to the Engineer immediately and request the Engineer’s clarification and interpretation. The Engineer will issue a clarification or interpretation that is consistent with the intent of and reasonably inferred from the contract documents.
The technical specifications and contract drawings within a trade heading, title, or discipline do not necessarily describe or incorporate all work required for the project involving a specific trade. It is the Contractor’s responsibility to review the entire project documents to identify the work for a specific trade.

The design and performance requirements specified in the plans and specifications prevail over any listed approved manufacturer or supplier. The listing of an approved manufacturer or supplier in the contract documents does not constitute a representation by the State that such manufacturer or supplier can provide the materials or equipment required for the job.

5.6 (Reserved)

5.7 Examination of Contract Documents and Project Site. The Contractor shall carefully examine the project site to become familiar with the conditions to be encountered in performing the work and the requirements of the contract documents. The Contractor shall be charged with knowledge of all conditions at the site that may affect the work, including the storage of materials and equipment and access thereto, that would normally be discovered by a reasonable pre-bid site inspection.

When the contract drawings include a log of test borings showing a record of the data obtained by the State’s investigation of subsurface conditions, said log represents only the finding of the State as to the character of material encountered in its test borings and only at the location of each boring. Underground site conditions in Hawaii vary widely. Accordingly, there is no warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work or any part of it or that other conditions may not occur.
5.8 Coordination Between the Contractor and the State.

(a) Drawings and Special Provisions. If available, the State will furnish the Contractor with extra bid sets of the project plans and special provisions. The project plans furnished will be the same size as that issued for bidding purposes. If none are available, the Contractor shall be responsible for making his own copies of project plans and special provisions. The Contractor shall have and maintain at least one set of plans and specifications on the work site at all times.

Revisions to the drawings may be made and, when deemed necessary by the Engineer during progress of the work, additional detailed drawings will be furnished to the Contractor. These additional drawings will be considered as forming part of the Contract.

The Contractor shall maintain on the job site a set of full-size contract drawings, marking them in red to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Actual location of work shall be clearly recorded as the work progresses, including all changes to the contract and equipment size and type. Drawings shall be available at the site at all times for inspection.

The Contractor, at his own expense, shall incorporate all field changes, Post Construction Document (PCD) Changes, etc. in a clearly legible manner utilizing the symbols of the Contract drawings onto the contract drawings. All underground stubouts shall be dimensionally located from the building structure. Monthly and final payments to the Contractor shall be subject to prior approval of the drawings. On completion of all work under the contract, two sets of marked-up record drawings, signed and dated, shall be delivered to the Engineer and shall be subject to approval before acceptance.
(b) **Contractor's Authorized Representative.** Before starting work, the Contractor shall designate an authorized representative to represent and act for the Contractor, shall inform the Engineer in writing of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for the Contractor, and shall specify any and all limitations of such authority. Such representative shall be present or be duly represented at the site of work at all times when work is in progress. During periods when work is suspended, arrangements acceptable to the Engineer shall be made for any communications to the Contractor which may be required. The Contractor's authorized representative shall be supported by competent assistants, as necessary, and the authorized representative and his assistants shall be satisfactory to the Engineer. All directions, instructions, and other communications given to the authorized representative by the Engineer shall be construed as if given to the Contractor.

(c) **Superintendent.** The Contractor shall have a competent superintendent on the work site while work is being performed under the contract. The superintendent shall be able to read and understand the contract documents, shall be experienced in the type of project being undertaken and the work being performed, and shall be fluent in the English language. If a superintendent is not present at the work site, the Engineer shall have the right to suspend the work as described under Subsection 8.10 Suspension of Work.

The Contractor shall provide the Engineer a written statement giving the name of the superintendents assigned to the project. The Contractor shall be responsible for notifying the Engineer in writing of any change in the superintendents in a timely manner.
5.9 Coordination Between Contractors; Impacts.

(a) General. Other work by other Contractors may be in progress within or near the project limits. Each Contractor shall conduct work so as not to hinder the progress of the work by other Contractors within or near the project limit. Each Contractor shall be responsible for any damage it causes to work of another Contractor. Contractors shall cooperate with each other, including, but not limited to:

(1) Coordinating their work schedules and traffic control plans.
(2) Placing and disposing of the materials used.
(3) Operating and storage of equipment.

The State is not obligated to modify contract time or price on account of any inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within or near the limits of the project.

In the event of a disputed coordination issue between Contractors, they shall submit the dispute in writing to the Engineer who shall make the final determination.

(b) Responsibility for Impact on Another State Contractor; Retention. In the event the Contractor unreasonably delays or otherwise interferes with the work of another State construction contractor during the course of the work, resulting in a claim against the State by the impacted contractor, the Contractor shall defend against any such claim, and shall indemnify and hold the State harmless for all damages, costs and legal fees resulting from the Contractor’s unreasonable delays and other interference. The Engineer, upon finding good cause in support of
the impacted contractor’s claim, may deduct up to but not more than 10% from the subsequent progress payments due the Contractor until the full amount of the claim has been retained. This right of retention is separate from and in addition to any other retainage rights created by contract or law.

Upon final resolution of the impact claim, the Engineer may deduct the amount of the claim from the retained funds described herein, and from any other funds held by the State for the account of the Contractor. If the retained funds are insufficient to pay the entire claim, the Engineer may deduct up to 10% from future progress payments, or from the final payment for the contracted work without limitation until the claim amount is paid in full, or recover the deficit from the Contractor by any other means authorized by law. If the retained funds exceed the amount of the final resolution of the impact claim, the Engineer shall pay the Contractor that portion of the retained funds that the Contractor would otherwise be entitled to as of the time of payment.

The Contractor may contest the Engineer’s finding, and should a determination be made that the impacted contractor’s claim was not caused by the Contractor, any monies being withheld for the impacted contractor’s claim, will be released to the Contractor. Until such determination is made, the Contractor will not be entitled to any monies being withheld for the impacted contractor’s claim.

5.10 Construction Stakes, Lines, and Grades.

(a) General. The Contractor shall survey and stake out the work including verification and establishment of all lines, grades, dimensions, and elevations. The Contractor shall prepare and maintain field notes and supporting data in a manner acceptable to the Engineer. The field notes and supporting data shall be made available to the Engineer immediately
upon request. The personnel doing the survey work and preparing the
calculations derived therefrom shall be made available by the Contractor to
the Engineer for explanation, clarification, or both, immediately upon
request.

The Contractor shall immediately correct or replace deficient or
inaccurate layout and construction work at no increase in contract price or
contract time.

(b) Survey and Staking Requirements. The Engineer will furnish
necessary control points for the project limits, points of intersection, and
benchmarks set by the Engineer or others. The Contractor shall be
responsible for the laying out of all other necessary work from the given
information. The Contractor shall reset the layout as many times as
necessary to perform the work.

The Contractor shall preserve all survey features, including, but not
limited to, control points, stakes, marks, or monuments that the Engineer
or others have furnished. If the Contractor destroys or disturbs any such
survey feature, the Contractor shall replace or restore these items at no
cost to the State.

5.11 Inspection of the Work and Materials. Materials and each part of the
details of the work shall be subject to inspection and testing for conformance by
the Engineer. Unless otherwise specified, all such testing shall be at the
Contractor’s expense as part of the contract price. The Contractor shall furnish
the Engineer information, assistance, and provide appropriate safeguards and
equipment to allow a complete inspection to be made

The Engineer may inspect the production, fabrication, and manufacture of
materials and items that are to be incorporated into the work. The Contractor
shall ensure that the producer, fabricator, and manufacturer provide access to
the Engineer, without adjustment in contract price or contract time, at the source
of such materials and items or at any other place such materials or items may be
located before they are incorporated into the work. The Engineer will comply
with safety procedures established by the facility. When any government agency
or any utility company is to pay a portion of the cost of the work covered by this
contract, they shall have the right to inspect the work. Such inspection shall not
make that government agency or utility company a party to this contract.

For any inspection, the Contractor shall expose or uncover such portions
of the work as requested by the Engineer. After inspection, the Contractor shall
restore that portion of the work to the standard required by the contract. When
the Engineer orders an inspection that is not considered a normal daily, pre-final,
or final inspection that requires uncovering or results in damage to or destruction
of work in place:

(1) If the exposed and inspected work conforms to the contract
requirements, the State will reimburse the reasonable costs of exposing,
inspecting, and restoring the work as extra work and extend contract time
as appropriate.

(2) If the exposed and inspected work is non-conforming or
otherwise non-acceptable, the costs and time relating to exposing,
inspecting, and restoring the work is not reimbursable.

(3) No reimbursement will be allowed for the costs and time of
exposing, inspecting, and restoring work that the Engineer had not been
given reasonable opportunity to inspect before it was covered.

When the contract documents or a written directive from the Engineer
require that certain work not proceed until the Engineer is given notice and the
opportunity to inspect, the Engineer may order the work done or materials used
without the Engineer having been given notice and opportunity to inspect to be
removed and replaced at no increase in contract price or contract time.
Inspections are performed for the exclusive benefit of the State. The inspection of or the failure to inspect the work shall not relieve the Contractor of obligations to fulfill the contract as prescribed, to correct defective work, and to replace unsuitable or rejected materials regardless of whether payment for such work has been made.

5.12 Removal of Non-Conforming and Unauthorized Work: Performance of Corrective or Remedial Work. All work that does not conform to the requirements of the contract shall be remedied or removed and replaced by the Contractor at no increase in contract price, contract time, or both. No payment will be made for non-conforming work.

Any work done beyond the work limits shown on the drawings and specifications or established by the Engineer or any additional work done without written authority will be considered unauthorized work. No payment will be made for unauthorized work. Unauthorized work may be ordered removed at no increase in contract price, contract time, or both.

The Engineer may require that the Contractor submit a schedule acceptable to the Engineer for the performance of corrective or remedial work. Should the Contractor fail to submit an acceptable schedule or fail to comply with the accepted schedule for performance of corrective or remedial work, or otherwise fail to comply with any order of the Engineer regarding remedial, corrective, removal, and replacement work, the Engineer shall have the authority, in addition to all other remedies provided by contract or law, to cause non-conforming work to be remedied or removed and replaced and unauthorized work removed by someone other than the Contractor. The Engineer may charge the Contractor the cost of such work, deduct the costs from any monies due or to become due the Contractor, or a combination thereof.

5.13 Maintenance. The Contractor shall assume all risk of loss or damage to
the work and shall maintain the work, including the removal of all graffiti and
defacement, until final acceptance of the project or incremental acceptance of
that portion of the work. If the Contractor fails to remedy unsatisfactory
maintenance after receipt of a written directive from the Engineer, the Engineer
shall have the authority, in addition to other remedies by law, to have such
maintenance performed by someone other than the Contractor, to charge the
Contractor for such maintenance, or deduct the cost of such maintenance from
monies due or become due to the Contractor.

During the performance of the work and upon termination or completion
thereof and at the end of each working day, the Contractor shall remove or
control all debris and waste resulting from his operations and keep and leave the
site of work in satisfactory condition.

5.14 Storage and Handling of Materials and Equipment.

(a) State’s Responsibility. The Engineer will supply a reasonable
area for the storage of materials and equipment in or near the project site.

(b) Contractor’s Responsibility. Materials shall be stored and
handled to preserve their quality and fitness for the work. The Contractor
shall locate stored materials so as to facilitate their prompt inspection by
the Engineer. No State land outside the project limits may be used
without authority granted by the State agency having jurisdiction over the
site. Prior to final inspection, the Contractor, at no increase in contract
price or contract time, shall restore all storage sites provided by the State
to their pre-existing or to a different condition as required by the contract
documents or pursuant to an agreement between the Contractor and
Engineer.

(c) Contractor’s Risk. The Contractor assumes all risk of loss or
damage to the materials and equipment stored within the State project site
or any other storage site provided by the Engineer pursuant to Subsection 5.14(a). Storage of materials and equipment in connection with the project is an element of the Contractor’s “performance” as referred to in Section 7.15 Responsibility For Damage Claims; Indemnity.

(d) Excavated or Removed Material. All materials excavated or removed as part of the work shall be properly disposed of by the Contractor as part of the contract price, unless otherwise directed by the Engineer or the contract documents. Unsuitable excavated or removed material shall not be maintained in or around the work site for an unreasonable length of time as determined by the Engineer.

When stockpiling of suitable excavated or removed materials is necessary, the material shall be hauled and stored in an area designated by the Engineer. No excavated material shall be stockpiled at any time in a manner that may endanger traffic or that may in any other way be detrimental to the completed work, health, or the operation of the airport.

5.15 Value Engineering Incentive Proposal. On any contract in an amount greater than $100,000, the Contractor shall be entitled to an equitable adjustment to share in cost savings resulting from the value engineering proposal, subject to the following conditions:

(1) A value engineering proposal must result in a minimum savings of $4,000 to the State by providing less costly items than those specified in the contract without impairing any of their essential functions and characteristics such as service life, durability, reliability, substitutability, economy of operations and maintenance, ease of maintenance, and necessary standardized features.

(2) A value engineering proposal shall not be deemed accepted until a change order has been issued establishing the proposal as
part of the work.

(3) A value engineering proposal must be submitted in conformity with, and is subject to, the terms and conditions of Section 3-132, H.A.R., and the procedures established by the Department.

(4) The Contractor shall bear the cost of the VECP submittal process.

5.16 Subcontracts.

(a) Subcontract Requirements. Nothing contained in the contract documents shall create a contractual relationship between the State and any subcontractor.

Subject to the provisions of Chapter 103D-302, H.R.S., the Contractor may subcontract a portion of the work, but the Contractor shall remain responsible for the work so subcontracted. When requested by the Engineer, the Contractor shall provide a copy of any subcontract to the Engineer within 7 calendar days.

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any duty the Contractor may have pursuant to the contract without the written consent of the State.

The Contractor shall perform with his/her own organization work amounting to not less than 30 percent of the total contract cost, except for any items designated by the State in the contract as “specialty items”. Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be estimated by the
Engineer and be based on the cost of such portion of the contract items.

No subcontract shall release the Contractor of any liability under the contract and bonds.

(b) Obligations of Subcontract of $50,000 or more as to the Employment of State of Hawaii Residents. The requirements of Section 7.2 Employment of State of Hawaii Residents, shall apply to any subcontract valued at $50,000 or more and such subcontractors awarded such subcontracts must ensure that State of Hawaii residents comprise not less than 80% of the subcontractor’s workforce used to perform the subcontract as calculated by Subsection 7.2(a).

(c) Substituting Subcontractors. Under Chapter 103D-302, H.R.S., the Contractor is required to list the names of persons or firms to be engaged by the Contractor as a subcontractor or joint contractor in the performance of the contract. Contractors may enter into subcontracts only with subcontractors listed in the proposal. However, for work not covered by a listed subcontractor, after the Notice to Proceed, the Contractor may enter into subcontracts with a nonlisted subcontractor but only for such work. Substitutions will be allowed only if the subcontractor:

(1) Fails, refuses or is unable to enter into a subcontract;

(2) Agrees in writing, together with the Contractor, to be released from the subcontract;

(3) Becomes insolvent;

(4) Has its Contractor’s license suspended or revoked;

(5) Has allegedly defaulted or has otherwise breached the
subcontract in connection with the subcontracted work; or

(6) Is unable or refuses to comply with other requirements of law applicable to Contractors, subcontractors, and public works projects.

Requests to substitute a subcontractor shall be allowed only upon the written approval of the Engineer. The Contractor agrees to hold the State harmless, defend, and indemnify the State for all claims, liabilities, or damages whatsoever, including attorney’s fees, arising out of or related to the approval or disapproval of the substitution.

(d) Contractor’s Responsibility for Subcontractors. The Contractor is responsible for the operations and the work of its subcontractors as well as the conduct of the subcontractors’ employees.

5.17 Dimensions, Performance Standards, and Other Values Required by the Contract. When work required by the contract is subject to contractually established tolerances, the Contractor’s means and methods shall nevertheless be designed to meet the precise dimensions, performance standards, and other values required by the contract. Contractor shall not intentionally attempt to provide work that does not strictly meet the precise dimensions, performance standards, and other values required by the contract.

END OF ARTICLE V