

EXHIBIT C – SAMPLE CONTRACT

CONTRACT NO. TBD SERVICE CONTRACT

THIS CONTRACT, effective as of the date below, is made and entered into by and between the BOARD OF WATER SUPPLY, County of Kaua'i, whose address is 4398 Pua Loke Street, Līhu'e, Hawai'i 96766 (hereinafter the "Board") and [Click here to enter text.](#), a [Click here to enter text.](#) under the laws of the State of [Choose an item.](#), whose principle mailing address is [Click here to enter text.](#) (hereinafter the "Contractor").

RECITALS

THIS CONTRACT for services has been procured under:

- ☐ Hawai'i Revised Statutes ("HRS") §103D-102 [Click here to enter text.](#); §3-120-4, Exhibit A exemption [Click here to enter text.](#), Hawai'i Administrative Rules ("HAR") (Exempt Procurement No. [Click here to enter text.](#))
- ☐ HRS §103D-302 (Competitive Sealed Bidding)
- ☐ HRS §103D-303 (Competitive Sealed Proposals)
- ☐ HRS §103D-305 (Small Purchase)
- ☐ HRS §103D-306; HAR 3-122-81(c) (approved for Sole Source procurement [Click here to enter text.](#), Sole Source Procurement No. [Click here to enter text.](#))
- ☐ HRS §103D-307 (Emergency Procurement No. [Click here to enter text.](#))

WHEREAS,

WHEREAS, the Contractor is able and qualified to provide such service as required in this Contract (hereinafter the "Services").

NOW THEREFORE, the Board and Contractor, in consideration of the mutual promises, consideration, and understandings hereinafter set forth, hereby agree as follows:

1. **Scope of Work.** The Contractor agrees to provide the Services, as more specifically described in said Exhibits below, attached hereto and incorporated herein, in accordance and in strict compliance with the following documents:

[Placeholder: The below exhibits will include the negotiated licenses, terms and conditions, and any other provisions mutually agreed upon between the parties]

- a. Exhibit A ;
- b. Exhibit B - ;
- c. Exhibit C - ;
- d. Exhibit D - ;
- e. Exhibit E - ;
- f. Exhibit F - ;
- g. Exhibit G - ;
- h. Exhibit H - ;

and those other documents attached or referred to therein, relating to the Services (hereinafter collectively referred to as "Contract Documents"). The Contractor understands and agrees that the Contract Documents including, but not limited to, those referenced in but not attached to this Contract and those referenced in but not attached to the Contract Documents, are hereby incorporated by reference into this Contract. The Contractor acknowledges and admits receipt of all Contract Documents, and acknowledges that it has reviewed, understands, and agrees with all terms and conditions in the Contract Documents and those other documents, terms and conditions referenced therein.

2. **Time of Performance.**

- a. The Contractor agrees to provide the Services as specified in the applicable Contract Documents. The total term of this Contract shall begin from and include the date as specified in the written Notice to Proceed and for a period of Click here to enter text. **CALENDAR DAYS.**
- b. ☐ Multi-Term Contract: Funds are available and appropriated only for the first fiscal year of the contract. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds. The contract will be cancelled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the initial fiscal year. In this event, the contract shall automatically terminate at the end of the fiscal year for which funds have been appropriated. In the event the contract is cancelled because funds are not appropriated or otherwise made available to support the continuation of the contract after the first fiscal year, no breach of contract shall be deemed to have occurred as a result of this termination, which shall be considered as a normal termination of the contract, provided that the contractor shall be reimbursed for its unamortized, reasonably incurred, nonrecurring costs. The Board will notify the Contractor on a timely basis regarding the availability of funds for the continuation of the contract for each succeeding year.
- c. ☐ Extension of Time: Any extensions of this Contract must be by written amendment to this Contract and may occur on a month to month basis, or by terms thereof, not to exceed a total of Click here to enter text. months. Any extension of this Contract is subject to the availability of funds and will be at the same contract unit prices and under the same terms and conditions as specified in the Contract Documents.

3. **Compensation.**

- a. For and in consideration of the Contractor's full and faithful performance of this Contract required to be performed under the Contract Documents, the Board hereby agrees to pay the Contractor the total maximum sum of Click here to enter text. **DOLLARS (\$Click here to enter text.)**, federal, state, and local taxes included, in lawful money of the United States of America. The Contractor understands and agrees that payment shall be made in the manner and at the times specified in the Contract Documents, and shall also be subject to and conditioned

upon such additions to or deductions from the preceding sum as may herein be made, according to the Contract Documents.

- b. **Cost and/or Pricing:** If this Contract required Cost and/or Pricing data, the Contractor understands and agrees that the price to the Board, including profit or fee, shall be adjusted to exclude any significant sums by which the Board finds that the price was increased because the Contractor furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between the parties.

4. **Insurance.**

- a. ☐ Contractor shall procure and maintain, on primary basis and at its sole expense, at all times during the life of the Contract insurance coverages, limits, including endorsements as described in Solicitation Documents, incorporated herein, against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work by the Contractor or the Contractor's agents, representatives, employees, or subcontractors. The requirements contained herein, as well as the Board's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverage(s) of Insurance Service Office (ISO) policies, forms, and endorsements.
- b. ☐ NOT APPLICABLE

5. **Officer in Charge.** The Officer in Charge and contact for the delivery of the Services is:

[Click here to enter text.](#)

[Click here to enter text.](#)

4398 Pua Loke Street, Līhu'e, Hawai'i 96766

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IN WITNESS WHEREOF, the parties to this agreement hereby make and duly execute this Agreement to be effective upon the date by the Chair of the Board of Water Supply below.

RECOMMENDED FOR APPROVAL

BOARD OF WATER SUPPLY
COUNTY OF KAUA'I

Joseph "Joe" E. Tait
Manager and Chief Engineer

By: _____
Chairperson

APPROVED AS TO FORM
AND LEGALITY

CONTRACTOR:

Tyler C. Saito
Deputy County Attorney

By: _____
Its: _____

EXHIBIT A

[Placeholder: Insert the negotiated licenses, terms and conditions, and any other provisions mutually agreed upon between the parties]

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EXHIBIT B

[Placeholder: Insert the negotiated licenses, terms and conditions, and any other provisions mutually agreed upon between the parties]

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